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The Solicitors' Journal and Reporter.

LONDON, JULY 9, 1904.

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Current Topics.

WE PUBLISH elsewhere the draft of a new rule in Divorce and  
Matrimonial causes relative to the statement in the affidavit  
filed with the petition whether or no there have been any, and  
if so what, proceedings previous thereto in the Divorce Division  
by or on behalf of either of the parties to the marriage. The  
new rule will take effect on and after the 24th of October next.

IT WILL be seen from the notice of the annual general meeting  
of the Law Society, which we print elsewhere, that Mr. WILLIAM  
FRANCIS FLADGATE, of the firm of FLADGATE & Co., of 2, Craig's-  
court, Charing Cross, is nominated for the post of vice-president  
of the society. Mr. FLADGATE was admitted in 1876. Mr.  
THOMAS RAWLE, will, to the general satisfaction of the members  
of the society, assume the office of president.

THE NEWS of a slight earthquake in the Midland counties,  
coupled with the fact that a more serious vibration was felt at  
Colchester some twenty years ago, may lead us to some specula-  
tion as to how far the administration of the law might be  
affected by such a calamity. An earthquake so serious as some  
of those which have occurred on the Continent might destroy the  
boundaries of landed estate and lead to extraordinary difficulties  
in the identification of property. The Legislature would  
probably be compelled to interfere, as was done in the year  
1666, when the Act for rebuilding the City of London was  
passed, owing to the fact, as is stated, that London "was for the  
most part thereof burnt down and destroyed within the compass  
of a few days and now lies buried in its own ruins." The Act  
proceeded to erect a special judicature for the determination of  
differences touching houses burned or demolished. We have  
not been able to find any reference to earthquakes in the colonial  
statutes, or in the reports of decisions in the colonial courts,  
though earthquakes are common enough in the West Indies and  
in New Zealand. The only reference to an earthquake by

English law writers which we have seen is in the books on common carriers, where it is cited as an example of "the act of God" or inevitable accident which will relieve a carrier or warehouseman from liability.

THE LATEST case respecting the privileges of members of the House of Commons appears to have arisen a few days ago when a Member of Parliament was summoned before a metropolitan police magistrate for unlawfully driving a motor-car in a manner that was dangerous to the public. The customary rules of driving are of course judicially recognized, and evidence was given to shew that the motor-car of the defendant, at a little past one o'clock on the morning of the 12th of May, was driven on the wrong side of three refuges. The defence was that the Member of Parliament after leaving the House of Commons had driven to his club, where he had supper, and was going down Regent-street on his way home when he found it necessary to go on the wrong side of the refuges to avoid some men who were cleaning the road. But it was added that constables in the vicinity of the House of Commons directed Members of Parliament to go on the off side of the refuges in order to facilitate their ingress and egress to and from the House. We presume that this was a regulation made by the Commissioner of Police under section 11 of the Traffic Regulation (Metropolis) Act, 1867, with respect to the route to be taken by carriages passing to or returning from a particular destination; but it could hardly confer on Members of Parliament the privilege of going on the wrong side of refuges when they were beyond the precincts of the two Houses. The magistrate accordingly held that the regulation afforded no defence, and that an offence had been committed.

AN INTERESTING decision on the circumstances under which a case of estoppel can be made against trustees was given by SWINFEN EADY, J., in the recent case of *Porter v. Moore* (ante, p. 573). As is well known, the position of a trustee who is asked to make a statement with regard to incumbrances on the trust fund for the guidance of an intending mortgagee was discussed in *Low v. Bouverie* (40 W. R. 50; 1891, 3 Ch. 82). The old doctrine that a trustee who gives an honest, but incorrect, answer may be held liable for misrepresentation was overthrown by *Derry v. Peek* (48 W. R. 33, 14 App. Cas. 337), and it was held that a trustee is not liable under such circumstances unless, by his erroneous answer, he is estopped from afterwards setting up the truth. He is not bound to give to an intending incumbrancer any answer at all, though if he does give an answer, and it is untrue, he may be prevented afterwards from alleging anything to the contrary. But for his answer to have this effect it must be clear and unambiguous. "An estoppel," said BOWEN, L.J., in *Low v. Bouverie*, "that is to say, the language upon which the estoppel is founded, must be precise and unambiguous. That does not necessarily mean that the language must be such that it cannot possibly be open to different constructions, but that it must be such as will be reasonably understood in a particular sense by the person to whom it is addressed." In *Low v. Bouverie* the trustee escaped on the ground that he had made no clear statement as to incumbrances. He had mentioned certain incumbrances which existed, but had not said categorically that there were no others. In the present case the trustees also escaped, though more upon the ground of the circumstances attending their statement as to incumbrances than of any want of clearness in it. They signed a statement that no notice of any incumbrance had been received, although in fact notice of a charge had been formally given to them. This statement, however, was obtained from them under such circumstances—in particular, separately from their solicitor, who had told the intending mortgagee that the statement ought not to be signed—that in the opinion of SWINFEN EADY, J., it did not operate as an estoppel.

THE DECISION OF BUCKLEY, J., last week in *Re Randt Gold Mining Co. (Limited)* (Times, 29th ult.) represents another phase of the litigation which has been recently before the House of Lords in *New Balkis Eersteling (Limited) v. Randt Gold Mining Co.* (1904, A. C. 165). The African Gold Properties (Limited)

had been the holders of 40,000 shares in the Randt Co. of 5s. each, upon which 3s. 4d. per share had been paid up. For default in payment of a call of the remaining 1s. 8d. the shares were forfeited by the Randt Co., and were sold to the New Balkis Co. The certificate issued to the purchasing company stated that the remaining 1s. 8d. per share had been called up and was payable by the African Gold Properties Co., but it was decided by the House of Lords in the case above referred to that this did not exempt the New Balkis Co. from liability to pay the 1s. 8d. per share upon a fresh call being made of that amount. In commenting upon this case recently we pointed out (ante, p. 568) that this liability could only be imposed on the purchasing company to the extent to which the unpaid capital might not be recovered from the former holders of the shares. If the company has received anything in respect of the unpaid calls which led to the forfeiture, then the unpaid capital on the shares has been correspondingly reduced, and only the balance is recoverable from the new holders. This is the exact point which BUCKLEY, J., has now decided in *Re Randt Gold Mining Co. (supra)*. The Randt Co. had recovered 5d. a share from the African Gold Properties (Limited) and had also established their right to recover 1s. 3d. a share from the present holders, the New Balkis Co. Thus the entire capital in the shares was accounted for, and the power to require payment in respect of them was apparently exhausted. Nevertheless, in the winding up of the Randt Co. the liquidator claimed that the full 1s. 8d. was recoverable from the New Balkis Co. without regard to the sum recovered from the company who were the holders previous to the forfeiture. Such sum, it was said, was not recovered from them as contributories, but under the special contract in the articles that the holders of shares forfeited for nonpayment of calls should remain liable for the calls. BUCKLEY, J., however, declined to allow any such effect to the contract contained in the articles. However paid, the payment of 5d. a share exempted the shares from liability to that extent, and the amount, therefore, was not recoverable again from the present holders.

It is singular that the decision of the Court of Appeal in *Re Poole and Clarke's Contract*, on which we commented last week (ante, p. 581), should have been followed so speedily by the complementary decision of WARRINGTON, J., in *Harris v. Boots Cash Chemists* (Times, 2nd inst.). *Re Poole and Clarke's Contract* raised the question whether, where a vendor of land was under personal liability in respect of covenants affecting the land, the purchaser was bound to enter into a covenant to perform and observe the covenants, or whether he was only bound to enter into a covenant to indemnify the vendor against liability. The substantial difference is that, if the purchaser enters into a covenant to perform and observe the existing covenants, the vendor may be able to enforce this covenant by injunction, even though the original covenantee has made no complaint, and though he may be willing to overlook the breach of the covenant. In the result it was arranged, on the suggestion of ROMER, L.J., that the purchaser should enter into a covenant to observe and perform the original covenants and to indemnify the vendor against them, but that this should be prefaced by a declaration that the covenant was with the object and intent of affording to the vendor a full and sufficient indemnity and not otherwise. The analogous case of the usual covenant in an assignment of leasehold property, that the purchaser will perform and observe the covenants of the lease and indemnify the vendor against them, was naturally considered, and VAUGHAN WILLIAMS, L.J., expressed his opinion that, while the form of that covenant was well settled, yet it ought not to have a greater effect than if it were expressed to be solely a covenant of indemnity. This is the construction which has now been placed upon it by WARRINGTON, J., in *Harris v. Boots Cash Chemists*. There the lease contained a covenant that the lessee would not make alterations without the consent in writing of the lessor. The lessees assigned the premises, taking from the assignees the usual covenant for observance of the covenants and indemnity, and the assignees made alterations for the purpose of improving the sanitary arrangements of the premises. The lessor had not given his

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consent, but he had not objected, and it did not appear that there was any probability of his objecting. The lessees, however, in reliance on the covenant, claimed a mandatory injunction against the assignees to compel them to restore the premises to their original state. On the strict language of the covenant they were probably entitled to the injunction, but, unless the lessor moved in the matter, this would be useless to them, and the learned judge, following the suggestion of VAUGHAN WILLIAMS, L.J., in *Re Poole and Clarke's Contract*, declined to inflict loss on the defendants when no corresponding advantage would accrue to the plaintiffs. The true object of the covenant, said WARRINGTON, J., was to indemnify and protect the original lessee against breaches of covenant contained in the lease under which he was liable to the lessor. It followed that it ought not to be enforced unless such a course was necessary for the protection of the lessee, and it was not enforceable, therefore, under the circumstances of the present case.

THE CASE of *Hippisley v. Kneel Brothers*, decided in the Bristol County Court on the 17th of June, will be read with interest. It was an action brought by the plaintiff against the defendants, auctioneers, who had been employed by him in the sale of goods; and one of the questions was whether the defendants were entitled to retain the discount which they had received from a firm of printers on their bill for printing the posters and catalogues connected with the sale, or whether this discount must be considered as a profit made by them in the business beyond their ordinary remuneration which ought to be for the benefit of their employer. A number of auctioneers from Bristol and elsewhere were called to prove, and did prove, that the usage or practice in the trade had for many years been for the printers to deal with the auctioneers as principals and to allow them, as trade customers, the trade discount off the actual price, the whole of the retail price being charged by the auctioneers against the vendors; but it may be taken that the plaintiff had no actual knowledge of the defendants' practice with regard to the discount. The judge came to the conclusion, upon this evidence, that it was part of the duty of the defendants to get the necessary printing done, and that for this purpose they employed a sub-contractor, who dealt with them and not with the plaintiff, and who gave them a trade discount which the plaintiff could not have claimed if he had himself employed the printers. He accordingly gave judgment for the defendants. We cannot say that we are wholly satisfied with his decision. It closely resembles in many of its details the case of *Turnbull v. Garden* (38 L. J. Ch. 331). There the plaintiff, residing in India, employed the defendant, an army agent and accountment maker, to provide her son, who was about to proceed to India as a cornet, with a reasonable outfit, and the articles composing the outfit were paid for through the defendant, but tradesmen allowed him a discount off the invoiced prices, having increased their prices with reference to the allowance, while the defendant charged the full price against the plaintiff. The defendant stated that the practice was according to the established and well-known custom of army agents, and that their remuneration to a great extent depended upon it, and added that if the plaintiff had personally purchased the goods she would not have been allowed the discount. It was held by JAMES, V.C., that these discounts must be disallowed against the defendant and the amount must be deducted from his bill. The Vice-Chancellor commented upon the custom, and said that the sooner this mode of business was put an end to the better for all parties concerned. We cannot find anything in the case before the county court to take it out of the general rule as to profits made by an agent in the course of his agency without the knowledge of his principal. An auctioneer is an agent to sell property by auction. Assuming that he is entitled to recover for expenses incurred, in addition to his ordinary remuneration, the amount of the discount ought *prima facie* to be deducted from expenses incurred and no evidence ought to be received by the court as to whether the principal did or did not suffer any injury by the dealing of the agent.

AN INTERESTING judgment was given recently by JELF, J., in the case of the *Attorney-General v. Scott*. It is a decision of

considerable importance in view of the rapidly increasing use of locomotives on highways. The action was brought on the relation of the Monmouth County Council to restrain the defendant from using locomotives on a certain piece of highway, so as to cause a public nuisance by damage to the highway. The case has already been before the Court of Appeal on an appeal from the granting of an *interim* injunction restraining the defendant from the use of locomotives on the highway till the trial of the action (1904, 1 K. B. 404). It appears that the defendant used a traction engine of considerable weight to haul stone from certain quarries to a railway station. It was alleged by the county council that the traffic was more than an ordinary metalled road could bear; that the road could not be kept in repair, and that in consequence the highway had become dangerous to the public and a nuisance. The defendant's case was that the damage was due to the neglect of the council to keep it in proper repair. On the hearing before the Court of Appeal, the *interim* injunction granted was confirmed, on the ground that the affidavits showed that *prima facie* a public nuisance had been caused, and that in a proceeding by the Attorney-General for an *interim* injunction against such a nuisance it was no answer to say that if someone else had done his duty the nuisance would not have arisen. The questions, however, as to the rights of the parties were, of course, left open to be decided in the action. The action has now been tried, and JELF, J., has refused the injunction asked for. He found as facts that stone had been carried over the road for many years, and that quarrying was a recognized industry of the district; that the traction engine and trucks used were in conformity with the regulations of the Locomotive Acts; and that the condition of the road was such that the defendant would be liable to be indicted for a nuisance if that condition was primarily caused by the defendant. He found, further, however, that the condition of the road was primarily and chiefly due to the failure of the county council to maintain the road in a fit state to bear the traffic (including the traction traffic), which was not otherwise than they ought to have expected to come upon the road. The injunction claimed was therefore refused, without prejudice, however, to any question as to the liability of the defendant to pay the expenses of repairs caused by extraordinary traffic for which he was responsible. Local authorities are very eager to treat traffic which causes a good deal of wear and tear to their roads as extraordinary traffic. It is very difficult in many cases to say what is extraordinary traffic. This case, however, is important as showing that, whether a highway is brought to a state of bad repair by traffic which is extraordinary or ordinary, the local authority must shew due diligence in keeping it in repair up to the existing standard of traffic on that highway. An industry must not be crippled by local authorities suppressing traffic carried on in a manner allowed by law. In a district where the hauling of stone over a road is usual, the road should be metalled so as to bear the amount of weight which is likely to be brought upon it at any one moment. If, however, having performed this duty, the local authority find that someone brings an excessive weight on to the road, then extra expense will be caused in repairs, but the authority is fully protected by section 23 of the Locomotives Act, 1878, and can recover extraordinary expenses from the person responsible for the extraordinary traffic.

THE INLAND Revenue authorities have just given a decision of some interest with regard to the stamp required upon a transfer of debentures in a joint stock company. By the Stamp Act, 1891, the stamp upon the transfer of "a marketable security" is an *ad valorem* duty of one shilling for every £10 of the amount secured, while the duty in the case of a transfer of a debenture, not being a marketable security, is only 6d. for every £100 of the amount. By section 122 of the Act, unless the context otherwise requires, the expression "marketable security" means "a security of such a description as to be capable of being sold in any stock market in the United Kingdom." The business of a firm of publishers having been converted into a company under the Companies Acts, mortgage debentures were issued by the com-

pany under their common seal to be registered and to be transferable according to conditions indorsed on the back of the instruments. An agreement having been made for the sale of a number of these debentures, the transfers were submitted for adjudication. The commissioners at first were of opinion that the documents were subject to the higher stamp duty which is required in the case of a "marketable security." There is not much to assist the authorities in the interpretation of section 122. The words "capable of being sold in any stock market" might certainly exclude certain documents, such as policies of insurance, which may be called "securities," and which are also "marketable," but are not sold in the "stock markets." But it would be difficult to settle a list of securities which could not, after a decent interval, be sold on the Stock Exchange. In the Scotch case of *Texas Land Co. v. Commissioners of Inland Revenue* (16 Court of Session Cases, 4th series 69) debentures, though not readily saleable, were held to be capable, according to the use and practice of stock markets, of being bought in any stock market in the United Kingdom. In that case Lord ADAMS, in referring to the section, said: "I can hardly imagine more comprehensive words. There must be some limitation contemplated by the Legislature, but I do not know where it is to be found." Lord SHAND said: "In one sense every security might be included under this description, for I suppose any kind of security, if of value, may find a purchaser on the Stock Exchange. I think they must mean 'capable, according to the use and practice of stock markets, of being there sold and bought.'" The case of *Brown, Shipley, & Co. v. Commissioners of Inland Revenue* (1895, 2 Q. B. 98) followed the definition given in the Scottish courts, and decided that to make an instrument a marketable security it was enough that it had been dealt in upon the London Stock Exchange, though not officially quoted there. The question is after all one of fact, and it was pointed out to the commissioners that the company was a private concern which had not invited subscriptions for its shares, and that the conditions upon which the debentures were issued were of a special character, and unlike those of debentures which are sold upon the Stock Exchange. In the result, the commissioners held that the instruments were not "marketable securities" and that the transfers were only liable to the lower duty.

THE LAW of lien may be taken to be tolerably well settled, and we think that few leading cases relating to it have arisen during the last thirty years. But a singular claim was made a few days ago by the secretary of a mining company. He was summoned before one of the aldermen of the City of London for detaining the seals, share register, directors' attendance books, and other documents to the value of about £7, and his defence was that he had a lien on these articles for salary which was owing to him. His case was, we suppose, that they had been delivered to him in the course of his business, and that he had bestowed his labour upon them. But in this view every clerk would have a lien on the account books of his employer. The books of a trading concern do not pass into the possession of those who are employed to make entries in them. We cannot be surprised to read that the defence was rejected and an order made for the delivery up of the articles in question.

In connection with the curious case, on which we recently commented, heard by Sir Francis Jeune, in which an order for leave to presume the death of a lady of whom nothing had been heard for twenty years had the unexpected result of bringing her to life again, a brief allusion has, says the *Globe*, been made to a more remarkable case of resuscitation which came before Lord Langdale. As no case was ever better entitled to rank as "a romance of the law," its details deserve to be made more fully known. A sum of money in court had been left to a certain individual for his life, and was to be divided after his death among his relatives. Nothing had been heard of the tenant for life for twenty or thirty years, and Lord Langdale, asked to presume his death, eventually made an order for the distribution of the fund. The order was taken to the proper office to be entered, and the clerk whose duty it was to enter it turned out to be the very individual whose death had been presumed. At once revealing his identity, he explained that some youthful escapades had caused him to go abroad and to keep his whereabouts a secret from all his relatives, that returning to England under a fictitious name, he had obtained a situation in the office in which the presumption of his death came officially to his knowledge; and that he was wholly ignorant of his interest in the money which Lord Langdale had ordered to be divided. Surely the "long arm of coincidence" can seldom have reached so far.

## Transfers of Mortgages

THE considered judgment of the Court of Appeal in the recent case of *Bateman v. Hunt* (*Times*, 2nd inst.) illustrates the recognized rules which govern the rights of the transferee of a mortgage. If the mortgagor is not a party to the transfer, then it is essential for the transferee to make sure that there have been no payments on account of the mortgage since the date of its creation other than such as are disclosed by the mortgagee, for if the existing amount of the mortgage debt is wrongly stated in the transfer, the statement is not binding on the mortgagor, and he is entitled as against the transferee to take credit for any payments which he has in fact made. "If," it was admitted in *Bradwell v. Catchpole* (3 Swanst. 78n), "any person will take an assignment of a mortgage in which the mortgagor doth not join, he must at his peril inquire what is due upon it, and if all or part of the principal hath been before paid off by the mortgagor, or discharged by perception of profits, the assignee, though he comes in without notice, cannot set it up again against the mortgagor. And in *Chambers v. Goldwin* (9 Ves., p. 264) Lord ELDON, C., said: "It is settled that if an assignment of a mortgage is taken without the intervention of the mortgagor, whatever the assignee pays, he can claim nothing under the assignment but what is actually due between the mortgagor and the mortgagee; and I think that rightly settled."

But the rule that the mortgagor is not bound by representations made by the mortgagee to the transferee as to the state of the mortgage debt applies only in respect of matters which have happened since the creation of the mortgage; it does not apply as regards the amount of the advance for which the mortgagor has given a receipt in the mortgage deed. Such a receipt is not conclusive in equity as between the parties to the deed, and a mortgagor who has executed a mortgage containing a receipt for the full amount of the agreed loan is not precluded from shewing afterwards, as against the mortgagee, that such amount has not been in fact advanced. But under the law as it existed previously to the Conveyancing Act, 1881, the receipt was conclusive in favour of a transferee of the mortgage who had no notice that the full advance had not been made, and under the Conveyancing Act statutory effect is given to the receipt in favour of transferees for value. In *Bickerton v. Walker* (31 Ch. D. 151) a mortgage, under which £250 purported to have been advanced, was in 1879 assigned to a transferee, who paid that amount. The mortgagor subsequently attempted to shew, as against the transferee, that only £92 had been in fact advanced, but this was not permitted. "We are of opinion," said Fry, L.J., in delivering the judgment of the Court of Appeal, "that if an assign is willing to take the risk of any payment having been made after the date of the mortgage he is not guilty of carelessness or negligence if, in the absence of any circumstances to arouse suspicion, he relies upon the solemn assurance under the hand and seal of the mortgagor as to the real bargain carried into effect by the mortgage deed, upon the possession of that deed by the mortgagee, and upon the receipt for the full amount of the mortgage money under the hand of the mortgagor." And the same effect is produced as regards mortgage deeds executed after the 31st of December, 1881, by section 55 of the Conveyancing Act, which provides that "a receipt for consideration money or other consideration in the body of a deed or indorsed thereon shall, in favour of a subsequent purchaser"—which by section 2 (viii.) includes a mortgagee—"not having notice that the money or other consideration thereby acknowledged to be received was not in fact paid or given, wholly or in part, be sufficient evidence of the payment or giving of the whole amount thereof."

In the present case of *Bateman v. Hunt* (*supra*) the question arose in respect of a mortgage deed under which £9,200 purported to have been advanced to the defendants. The mortgage was dated the 1st of July, 1898, and was made between the defendants and T. C. LINE, who was an accountant in the employ of the firm of solicitors of which the late Mr. CARTMELL HARRISON was a member. It contained a receipt for £9,200, and a joint and several covenant by the defendants, the mortgagors,



to pay that sum with interest at the rate of £4 10s. per cent. per annum; the mortgagors also conveyed certain property to T. C. LINE subject to redemption. By a deed dated the 1st of January, 1899, T. C. LINE transferred the mortgage debt of £9,200 and the securities therefor to HARRISON, and by another deed dated the 4th of the same month HARRISON assigned the mortgage debt and securities to T. C. ELLIOTT by way of sub-mortgage for securing the sum of £6,000 and interest at £4 5s. per cent. HARRISON died in November, 1899, and T. C. ELLIOTT in 1901. The plaintiffs in the present action were the personal representatives of the latter. Neither HARRISON nor ELLIOTT had given notice to the mortgagors of the transfer of the 1st of January, 1899, or of the sub-mortgage of the 4th of January, 1899; but on the 3rd of June, 1902, the plaintiffs gave to the mortgagors notice in writing of both deeds. On the 16th of the same month the plaintiffs brought the action on the defendants' covenant to pay £9,200, and the substantial defence was that that sum had never been in fact advanced. There was also a question whether the plaintiffs had obtained a legal title to sue for the mortgage debt.

Prior to the Judicature Act, 1873, an ordinary debt or *chose in action* was not assignable so as to pass the right to sue at law, although it was assignable so as to pass the right to sue in equity (see judgment of CHITTY, L.J., in *Durham Brothers v. Robertson* (1898, 1 Q. B., p. 769). Hence it was necessary to insert in mortgage deeds a power of attorney under which the transferee could sue in the mortgagee's name. This practice, as is well known, was altered by section 25 of the Judicature Act, 1873, which by sub-section 6 provides that "any absolute assignment, by writing under the hand of the assignor (not purporting to be by way of charge only), of any debt or other legal *chose in action*, of which express notice in writing shall have been given to the debtor," shall be effectual in law "to pass and transfer the legal right to such debt or *chose in action* from the date of such notice." The use of the expression "absolute assignment not purporting to be by way of charge only" has added to the books an interesting series of decisions, and it is now well settled that a mortgage of a *chose in action* in the ordinary form—that is, an assignment at first absolute, followed by a proviso for redemption—is within the phrase, so as to enable the mortgagee to obtain a legal title by giving notice in writing to the debtor: *Tancred v. Delagoa Bay, &c., Co.* (38 W. R. 15, 23 Q. B. D. 239), *Durham Brothers v. Robertson* (*supra*). And it is the same where the assignment is expressed to be "by way of security" (*Hughes v. Pump House Hotel Co.*, 50 W. R. 660; 1902, 2 K. B. 490), although this is coming very close to the words "by way of charge," used in the statute, and the subtleties to which the provision gives rise cannot be said to be yet exhausted.

In the present case the transfer of the debt of £9,200 by way of sub-mortgage to secure the sum of £6,000 was clearly an absolute assignment according to the authorities, and the question was whether the plaintiffs had effectually completed their legal title by giving notice to the defendants. As stated above, there had been two assignments of the mortgage debt—one by the deed of the 1st of January, 1899, to HARRISON, and the other by that of the 4th of January, 1899, to ELLIOTT, and of neither was notice given to the mortgagors till HARRISON and ELLIOTT were both dead. It was decided, however, in *Walker v. Bradford Old Bank* (32 W. R. 644, 12 Q. B. D. 511) that the notice required by the statute could be effectually given after the death of the assignor. "It is said," observed A. L. SMITH, J., "that the legal right to the debt or *chose in action* is only passed to the assignee from the date of the notice, and that therefore the notice must be given in the lifetime of the assignor, for otherwise the legal right would upon his death vest in his personal representatives, and not pass to the assignee. I do not adopt this contention. In my view the meaning of the sub-section is, that until the assignee has given the prescribed notice he would have to sue as he would theretofore have sued; but when the notice is given, then he may bring an action at law in his own name without being incumbered with having to sue in the name of the assignor, or with having to make him a party to the action." Similarly in the present case it was held that the notice was effectual notwithstanding that it was

given after the deaths of the successive assignees. "It is indeed true," said STIRLING, L.J., "that neither HARRISON nor ELLIOTT ever acquired a legal right to sue the defendants," and after observing that each obtained a good title in equity, the learned judge continued: "In order that this title should become effectual at law as well as in equity all that the statute requires is that 'express notice in writing' should be given to the debtor, and such notice was given by the plaintiffs before action brought. The statute prescribes no limit of time within which notice must be given, nor does it lay down that the notice must be given by any particular person." Consequently, so far as the mortgage debt was concerned, a good legal title to sue had been conferred upon the plaintiffs.

With regard to the main point of the defence—that the sum of £9,200 had not been in fact advanced—the matter was concluded by the doctrine of *Bickerton v. Walker* (*supra*), confirmed as that has been by the express provision in favour of mortgagees contained in the Conveyancing Act, 1881. The special relation between LINE and HARRISON—the former being apparently a mere trustee for the latter—would have prevented HARRISON from relying on the transfer to himself, but ELLIOTT took without any express notice of the state of accounts between the mortgagors and HARRISON, and the attempt to fix him with constructive notice failed. Hence the plaintiffs who claimed through him were entitled to rely upon the accuracy of the receipt for £9,200 contained in the mortgage deed, and were entitled, therefore, to recover that sum.

## Easements of Necessity.

The distinction is now clearly established between reservations of easements implied upon a grant of land according as the easement is to be enjoyed over the land retained by the grantor or over the land which he is granting. On the grant by the owner of a tenement of part of that tenement as it is then used and enjoyed, there will pass to the grantee all those continuous and apparent easements—that is, *quasi-easements*—which are necessary to the reasonable enjoyment of the property granted, and which are at the time of the grant used by the grantor for the benefit of the part granted. This is the first of the two principles stated by THESIGER, L.J., in delivering the judgment of the Court of Appeal in *Wheeldon v. Burrows* (12 Ch. D., p. 49). The second is that, if the grantor intends to reserve any right over the tenement granted, it is his duty to reserve it expressly in his grant, though to this latter rule there are certain exceptions, one of them being in favour of ways of necessity. Such ways, and it would seem any other easements of necessity, are by implication reserved to the grantor. Another exception exists where there are reciprocal easements over both tenements.

Both these rules are said to follow from the maxim that a grantor shall not derogate from his own grant, though the distinction between an implied grant of easements and an implied reservation was not, perhaps, definitely settled till the decision in *Wheeldon v. Burrows*. In *Pyer v. Carter* (1 H. & N. 916) it was, indeed, considered by the Court of Exchequer that the same easements will be reserved by implication in favour of the grantor as will pass by implication to the grantee. The grantee, it was said, purchases the house "such as it is"—that is, with the benefit and subject to the burden of the existing *quasi-easements*; but this view was dissented from in *Suffield v. Brown* (4 D. J. & S. 185). "It seems to me," said WESTBURY, L.C., in that case, "more reasonable and just to hold that if the grantor intends to reserve any right over the property granted it is his duty to reserve it expressly in the grant rather than to limit and cut down the operation of a plain grant (which is not pretended to be otherwise than in accordance with the contract between the parties) by the fiction of an implied reservation. And in *Crossley & Sons v. Lightowler* (2 Ch. 478) CHELMSFORD, L.C., expressed his concurrence with this view and added: "It appears to me to be an immaterial circumstance that the easement should be apparent and continuous, for *non constat* that the grantor does not intend to relinquish it unless he shews the contrary by expressly reserving it." Thus the grantee of one of two adjoining tenements which both belong to

the grantor will take by implication continuous and apparent easements which have been enjoyed by the tenement granted over the tenement retained, but the grantor will only retain by implication easements which are easements of necessity, or which are reciprocal to easements taken by the tenement granted.

The question what easements are to be considered as "easements of necessity" was considered by the Court of Appeal in *Union Lighterage Co. v. London Graving Dock Co.* (1902, 2 Ch. 557), and has now been considered again by KEKEWICH, J., in *Ray v. Hazeldine* (1904, 2 Ch. 17). Some confusion has perhaps been caused by the use of the word "necessary" in connection with ordinary easements. In *Wheeldon v. Burrows* THESSIGER, L.J., spoke, in the passage referred to above, of "easements which are necessary to the reasonable enjoyment of the property granted"; but, as STIRLING, L.J., pointed out in *Union Lighterage Co. v. London Graving Dock Co.*, the word "necessity" in the expressions "ways of necessity" and "easements of necessity" has a narrower meaning than in the expression just quoted. "In my opinion," he said, "an easement of necessity, such as is referred to, means an easement without which the property retained cannot be used at all, and not one merely necessary to the reasonable enjoyment of that property." In that case a wharf and an adjacent dock had been in the same ownership, and to secure the side of the dock tie-rods had been carried beneath the surface of the wharf and fastened by nuts to piles which were driven into the soil of the wharf. The wharf was subsequently granted without any express reservation of the right of support for the dock, and it was held that such right was not impliedly reserved as an easement of necessity. "It may be," said STIRLING, L.J., "that the tie-rods which pass through the plaintiffs' property are reasonably necessary to the enjoyment of the defendants' dock in its present condition; but the dock is capable of use without them, and I think that there cannot be implied any reservation in respect of them."

In the present case of *Ray v. Hazeldine* (*supra*) also the attempt to shew that the easement claimed was an easement of necessity failed. The owner of two adjoining houses sold one and retained the other without expressly reserving any rights over the house which was sold. The house retained had a window opening on to the premises sold. The window lighted a pantry which could not be lighted in any other way, except by means of borrowed light. The owner of the house which had been sold built a wall on her premises so as to block out the light to this window, and thereby, it was alleged, rendered the pantry useless as a pantry. But the case seems very much like that of the dock in *Union Lighterage Co. v. London Graving Dock Co.* (*supra*), and KEKEWICH, J., held that the test imposed by STIRLING, L.J., in that case governed the case before him. The window was necessary for the reasonable enjoyment of the pantry as a pantry, but it was not absolutely necessary for the enjoyment of the property for any purpose. A way of necessity, which is the most familiar instance of an easement of necessity, answers the test. Unless the way is allowed, the owner has no access to his property, and cannot make any use of it at all. And similarly, as regards easements generally, the distinction is between what is absolutely necessary and what is reasonably required for the enjoyment of the land or building as it stands. No such absolute necessity required that the pantry-window should remain unobstructed, and the defendant was entitled to obstruct it, leaving the plaintiff to make such other use of the room as he could.

The annual financial disclosures in Parliament, says the *Daily Telegraph*, shew that nowadays, notwithstanding the stern regulation which robs them of their private clients, the law officers are not objects of commiseration. True, they do Government work only; but for this they are remunerated—as they should be—on an adequate scale. It was otherwise in the past. When Sir John Scott became Solicitor-General, the King, meeting him at Weymouth, expressed a hope that his promotion had been of advantage to him. Scott replied that he had lost about £2,000 a year by accepting office, and explained that he had now to devote his whole time to writing opinions upon points of international and revenue law, for each of which he received a sum of three guineas. The King was sympathetic, and added that he understood for the first time why it had always been so difficult to get any opinion from his law officers. It must be many years since a fee of three guineas was offered to a Solicitor-General by a Government Department.

## Reviews.

### Books Received.

The English Reports, Vol. XLII.: Chancery XXII., containing Macnaghten & Gordon, Vols. 2 and 3; De Gex, Macnaghten, & Gordon, Vols. 1 and 2. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Work and Labour: being a Compendium of the Law affecting the Conditions under which the Manual Work of the Working Classes is Performed in England. By R. M. MINTON-SENHOUSE, Barrister-at-Law. Sweet & Maxwell.

The Laws of Insurance—Fire, Life, Accident, and Guarantee; embodying Cases in the English, Scotch, Irish, American, and Canadian Courts. By JAMES BIGGS PORTER, Barrister-at-Law, assisted by WILLIAM FEILDEN CRAIGES, M.A., Barrister-at-Law. Fourth Edition. Stevens & Haynes.

Illustrations in Advocacy, with an Analysis of the Speeches of Mr. Hawkins, Q.C. (Lord Brampton), in the Tichborne Prosecution for Perjury (a Study in Advocacy). Also a Prefatory Letter from the Right Hon. Lord Brampton. By RICHARD HARRIS, K.C., a Bench of the Middle Temple. Fourth Edition. Re-written by the Author. Stevens & Haynes.

A Digest of the Law Relating to the Easement of Light With an Historical Introduction and an Appendix containing Practical Hints for Architects and Surveyors, Observations on the Right to Air, Statute-s, Forms, and Plans. By EDWARD STANLEY ROSCOE, Barrister-at-Law. Fourth Edition, Revised and Enlarged. Stevens & Sons (Limited); Reeves & Turner.

The Law of Banking. By HEBER HART, LL.D. (Lond.), Barrister-at-Law. Stevens & Sons (Limited).

An Outline of the French Law of Evidence. By OLIVER E. BODINGTON, B.A. (Lond.), Barrister-at-Law. Stevens & Sons (Limited).

## Correspondence.

### "The Roll of Colonial Commissioners in the United Kingdom (1904)."

[To the Editor of the Solicitors' Journal.]

Sir,—Will you kindly allow me to state in your columns that a copy of the above-mentioned "Roll," first compiled from official sources recently, will be sent to any commissioner for oaths, or Colonial commissioner, in the United Kingdom, desiring a copy, and enclosing to me with his request an addressed wrapper bearing postage for six ounces? GEORGE E. SOLOMON, Compiler.

5, Water-lane, Great Tower-street, E.C., July 7.

## Points to be Noted.

### Company Law.

**Winding up—Discharging Order of Registrar.**—We believe that a former Registrar in Companies' Winding-up entertained the notion that he was "the court" when he made an order, and that the only appeal was, as from a bankruptcy registrar, to the Court of Appeal. In Palmer's Company Precedents (9th ed.), vol. 2, p. 670, it is stated that "when the registrar has actually made an order, the proper proceeding seems to be to move before the judge to discharge the order," and reasons for this statement are given. The Court of Appeal has now adopted this view, and, to make the position quite clear, Buckley, J., has recently given a general direction under rule 7 of the Companies (Winding-up) Rules 1903, that "when a person desires to have an order made by the registrar in chambers discharged, he must move before me in court to discharge the order." The time for moving is, of course, within fourteen days, except by special leave.—RE PRETORIA-PIETERSBURG RAILWAY CO. (C. A., June 20). (W. N. 1904, p. 129). RE BRYNDU AND PORT TALBOT COLLIERIES (Buckley, J., June 28).

It does not often occur, says the *St. James's Gazette*, that so many as fifty witnesses were subpoenaed on one side in a murder case. That, however, is what is happening in regard to the remarkable trial now going on at the Monaghan Assizes. The mere number of witnesses recalls the story of a famous counsel, who, when told that five witnesses would be called who saw his client steal a certain article, retorted, "I have five hundred witnesses who will swear that they didn't see him steal it."



## New Orders, &c. Divorce and Matrimonial Causes.

### RULES PUBLICATION ACT, 1893.

The following draft additional rule in Divorce and Matrimonial Causes is published pursuant to the Rules Publication Act, 1893, by order of Sir Francis Henry Jeune, G.C.B., President of the Probate, Divorce, and Admiralty Division of the High Court of Justice. Copies may be obtained from the King's printer.

### DRAFT ADDITIONAL RULE, JULY, 1904.

#### Previous Proceedings.

219. The affidavit filed with the petition as required by Rule 2 shall further state whether or no there have been any, and if so what, proceedings previous thereto with reference to the marriage in the Divorce Division of the High Court by or on behalf of either of the parties to the marriage.

## The Poor Prisoners' Defence Act, 1903.

The following rules have been made by the Attorney-General, with the approval of the Lord Chancellor and the Secretary of State for the Home Department, in pursuance of section 2 of the Poor Prisoners' Defence Act, 1903.

1. Every clerk of assize and clerk of the peace shall keep a list of solicitors who are willing to undertake the defence of poor prisoners, and shall insert in such list the names of all solicitors who are willing so to act. The name of any solicitor shall be removed from the list, either on the application of the solicitor himself or by direction of any judge of assize or chairman of quarter sessions. A copy of such list shall be sent to every clerk to justices in the county or quarter sessions district.

2. Every clerk of assize and clerk of the peace shall keep a list of the members of the bar attending the circuit or sessions who are willing to act as counsel for poor prisoners, and shall insert in such list the names of all such members of the bar who are willing so to act.

3. Any certificate given by the justices in pursuance of section 1 of the Poor Prisoners' Defence Act, 1903, shall be in Form A in the schedule hereto. It shall as soon as it has been given be sent by the clerk to the justices to the clerk of assize or clerk of the peace, together with the name of the solicitor assigned.

The certificate given by a judge of assize or chairman of quarter sessions shall be in Form B in the schedule hereto.

4. Any justices, judge of assize, or chairman of quarter sessions who give such a certificate shall at the time assign to the prisoner from the list kept under rule a solicitor to whose services the prisoner shall be entitled.

A copy of the depositions shall be furnished to the solicitor so assigned by the justices' clerk, clerk of assize, or clerk of the peace, as the case may be.

5. Any member of the bar whose name appears upon the list kept under rule 2 may be instructed on behalf of the prisoner by the solicitor so assigned.

### SCHEDULE.

#### FORM A.—CERTIFICATE OF COMMITTING JUSTICES.

We [or I] the committing justice[s] in the case of \_\_\_\_\_, having regard to the nature of the defence set up by him, as disclosed in the evidence given before us [or me] [or in the statement made by him before us] [or in the evidence given and statement made by him before us], are [or am] satisfied that it is desirable in the interests of justice that he should have legal aid in the preparation and conduct of his defence, and that his means are insufficient to obtain such aid, and we [or I] therefore certify that the said \_\_\_\_\_ ought to have such legal aid.

A.B.,  
C.D.,

Justice[s] of the Peace.

Note.—The prisoner has been committed to Prison [or has been released on bail and may be communicated with at \_\_\_\_\_].

#### FORM B.—CERTIFICATE OF JUDGE OR CHAIRMAN.

I, A.B., \_\_\_\_\_, having regard to the nature of the defence set up by \_\_\_\_\_, as disclosed in the evidence given [or in the statement made by him] [or in the evidence given and statement made by him] before the committing justices, am satisfied that it is desirable in the interests of justice that he should have legal aid in the conduct of his defence, and that his means are insufficient to enable him to obtain such aid, and I therefore certify that the said \_\_\_\_\_ ought to have such legal aid.

A.B.

Judge of Assize or  
Chairman of Quarter Sessions or  
Recorder of \_\_\_\_\_

Law Officers' Department, 13th May, 1904.

R. B. FINLAY, Attorney-General.

Approved,

{ HALSBURY, C.  
{ A. AKERS DOUGLAS.

## Cases of the Week. Court of Appeal.

### DAVID v. REES AND OTHERS. No. 1. 7th June.

PRACTICE—COSTS—SET-OFF—"PARTIES"—INDEPENDENT PROCEEDINGS—R. S. C. LXV. 14; 27, SUB-RULE 21.

Original motion for a stay of execution as to costs. The plaintiff had advanced moneys to certain persons, including Thomas Rees and Ernest Rees, for the use of a football club, upon their joint and several promise to repay the same. The club was an unincorporated body, Thomas Rees being its treasurer and Ernest Rees its secretary. A sum of £78 8s. 9d. being due in respect of the advances, the plaintiff sued Thomas and Ernest Rees and the others in the High Court to recover the above amount. Judgment by default was obtained against Thomas Rees and another, and the action as against the others was remitted to the county court. At the trial in the county court the plaintiff recovered judgment against Ernest Rees and the other defendants for £72 8s. 9d., with costs, which were taxed at £33 2s. 2d. The football club received certain moneys to the amount of £84 12s. 5d., which were placed in a bank in the names of Thomas Rees, Ernest Rees, and Thomas William Griffiths, and held by them on behalf of the club. The above judgments remaining unsatisfied, the plaintiff instituted garnishee proceedings in the High Court, alleging that there was a debt of £48 due from the club to Thomas Rees, and that Thomas Rees was entitled to an indemnity against the club's funds in respect of the judgment debt due from him to the plaintiff. The garnishee proceedings were entitled as between "Morgan Richard David, judgment creditor, and Thomas Rees, judgment debtor; the Aberaman Football Club, Thomas Rees, Ernest Rees, and Thomas William Griffiths, garnishees." The plaintiff claimed to be entitled to be paid the amount of the judgment debt due from Thomas Rees out of the above-mentioned sum of £84 12s. 5d. There being no denial of the debt of £48 from the club to Thomas Rees, the master and the judge at chambers made an order that the garnishees should pay to the judgment creditor £48. Ernest Rees appealed, and the Court of Appeal allowed this appeal with costs there and below, and discharged the garnishee order against Thomas Rees, Ernest Rees, and Thomas W. Griffiths. Ernest Rees' costs of the garnishee proceedings are taxed at £34 4s., and the plaintiff applied for a stay of execution as to these costs, and to set them off against the unsatisfied judgment debt and costs due to him from Ernest Rees under the county court judgment.

THE COURT (COLLINS, M.R., and STIRLING, L.J.) dismissed the application, upon the ground that ord. 65, rr. 14 and 27 (21), only allowed a set-off of costs as between parties in the same action and not in independent actions or proceedings. In so holding they followed the decisions of the Divisional Court in *Edwards v. Hope* (33 W. R. 672, 14 Q. B. D. 922), of Kay, J., in *Blakely v. Latham* (37 W. R. 569, 41 Ch. D. 518), and of Chitty, J., in *Hassell v. Stanley* (44 W. R. 405; 1896, 1 Ch. 607), upon ord. 65, r. 14, and of the Court of Appeal in *Barker v. Hemming* (5 Q. B. D. 609) upon the former ord. 6, r. 19, which was in the same terms as ord. 65, r. 27 (21).—COUNSEL, W. D. BENSON; *Harold Simmons*, SOLICITORS, E. F. TURNER & SONS, for David Richards, Aberdare; *Milner & Bickford*.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

### LOGAN v. BANK OF SCOTLAND AND OTHERS. No. 1. 5th July.

PRACTICE—WRIT—SERVICE—SCOTTISH CORPORATION CARRYING ON BUSINESS IN ENGLAND—"STATUTORY PROVISION REGULATING SERVICE OF PROCESS"—CITATION AMENDMENT (SCOTLAND) ACT, 1882 (45 & 46 VICT. c. 77), s. 3—ORD. 9, r. 8.

Appeal by the plaintiff from an order of Bruce, J., in chambers affirming an order of the master setting aside the service of the writ of summons on the Bank of Scotland in London. The plaintiff resided in Scotland and the cause of action arose there. The claim indorsed on the writ was for damages for misrepresentation in floating a firm of James Young & Son into a limited liability company and for fraudulent misrepresentation alleged to be contained in a prospectus issued by the defendants. The Bank of Scotland was a Scottish corporation incorporated by an Act of the Parliament of Scotland, recognized and confirmed by various Acts of the Imperial Parliament. None of the Acts contained any provision as to service of process on the bank. The head office was in Edinburgh, but the bank had a branch office in the City of London. The writ, which was an ordinary writ for service within the jurisdiction, was served on the manager in London at the London branch. There were three other defendants, two of whom were resident in Scotland and one was resident in England. The defendant bank entered a conditional appearance and moved to set aside the service. The learned judge, affirming the master, set it aside.

THE COURT (COLLINS, M.R., and STIRLING, L.J.), having taken time to consider, allowed the appeal.

STIRLING, L.J., read the judgment of the court, in which he said that it was clear that a foreign corporation, which carried on business in England, might be sued here, and the writ might be served on the proper officer of the corporation here in accordance with ord. 9, r. 8: *Newby v. Von Oppen* (20 W. R. 383, L. R. 7 Q. B. 293); *Haggis v. Comptoir d'Escompte* (37 W. R. 703, 23 Q. B. D. 519), *La Bourgogne* (1899, A. C. 431). For this purpose a Scottish corporation was in the same position as a foreign corporation. It was said, however, that there existed "statutory provision regulating service of process" within the meaning of ord. 9, r. 8, in accordance with which service could only be made at the head office of the bank. In cases under the Companies Clauses Act, 1845 (*Palmer v. Colado-*

*nian Railway Co.*, 40 W. R. 562; 1892, 1 Q. B. 823) and under the Companies Act, 1862 (*Watkins v. Scottish Imperial Insurance Co.*, 37 W. R. 670, 23 Q. B. D. 285) this was so; but no statute applicable to banking companies had been cited. The Citation Amendment (Scotland) Act, 1882, was relied upon, but that Act related exclusively to service of process in Scotland, and did not contain any provision as to service of process issuing from an English court. Further, it was not necessary that the cause of action should have arisen in this country; nor was it contrary to the policy of the law that actions of this kind should be brought in England when they might be brought in Scotland. Ord. 11, rr. 1 (c) and 2, expressly dealt with service out of the jurisdiction. The service, therefore, was regular.—COUNSEL, *James Dunbar and Eric Dunbar; Rufus Isaacs, K.C., Bremner, and Stair C. Agnew*. SOLICITORS, *D. W. Drummond; Ashurst, Morris, Crisp, & Co.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

**GARBUTT (Appellant) v. DURHAM STANDING JOINT COMMITTEE (Respondents).** No. 1. 28th June.

POLICE—PENSION—"APPROVED SERVICE"—CONTINUITY OF SERVICE—POLICE ACT, 1890 (53 & 54 VICT. c. 45), s. 1.

Appeal from the judgment of a Divisional Court (Lord Alverstone, C.J., and Lawrance and Kennedy, JJ.) upon a case stated by the quarter sessions of the county of Durham (reported in 52 W. R. 527; 1904, 1 K. B. 522). The case was stated on an appeal by the appellant, a retired police constable, against the refusal of the respondents to admit his claim to a pension under the Police Act, 1890. The appellant joined the Durham county police force on the 7th of September, 1876, and resigned on the 30th of April, 1881. He was re-instated on the 27th of August, 1881, and was called on to resign on the 9th of February, 1889, and on the 1st of April, 1889, he was again re-instated. He finally retired in May, 1902. His aggregate period of service exceeded twenty-five years, but he had not served continuously for that period. By section 1 of the Police Act, 1890, every constable in a police force "(a) if he has completed not less than twenty-five years' approved service . . . shall on the expiration of such time not exceeding four months after he has given written notice to the police authority of his desire to retire as the police authority may fix be entitled without a medical certificate to retire and receive a pension for life." The respondents contended that it was necessary that the period of twenty-five years' service should be continuous to entitle the appellant to a pension. The quarter sessions adopted this contention and dismissed the appeal. The Divisional Court affirmed the decision of quarter sessions.

THE COURT (COLLINS, M.R., and STIRLING, L.J., MATHEW, L.J., dissenting) dismissed the appeal.

COLLINS, M.R., said that "twenty-five years' approved service" might mean either continuous or discontinuous service. That being so, they were entitled to look at other sections of the Act to see which meaning the words bore: see per Lord Herschell in *Colquhoun v. Brooks* (38 W. R. 289, at p. 291; 14 App. Cas. 493, at p. 506). There were four or five provisions in the Act, all of which started from the standpoint that the service of a constable, to entitle him to a pension, must be continuous. Those enactments—section 4, sub-sections 4, 5; section 5, sub-section 5; section 21—provided in special cases that service which was broken might count for a pension. He was unable to account for those sections upon the hypothesis that they were inserted *ex majori causâ*. The only way in which he could account for them was that service in section 1 meant continuous service. The appeal therefore failed.

STIRLING, L.J., concurred, though he shared to a considerable degree the doubts and regrets expressed by Kennedy, J., in the Divisional Court.

MATHEW, L.J., dissented. In his opinion section 1 by itself did not require the service to be continuous, and it would be defeating the object of the Legislature—namely, to secure pensions to police constables after a certain number of years' service—if they were to hold that the service must be continuous. In his opinion the subsequent sections referred to should not be read as a proviso on section 1 making it a condition that the service should be not only approved but also continuous. Those subsequent sections were passed *alio intuitu*, and did not affect the construction of section 1. In his opinion the service need not be continuous.—COUNSEL, *Pickersgill, Simey, and J. A. Johnston; Montague Shearman, K.C., and Meynell*. SOLICITORS, *Bell, Brodrick, & Gray, for A. Geipel, West Hartlepool; Maude & Tunnicliffe, for Simey, Son, & Iliff, Sunderland.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

**LAMSON PNEUMATIC TUBE CO. (LIM.) v. PHILLIPS.** No. 2. 27th and 28th June.

AGREEMENT—COVENANT IN RESTRAINT OF TRADE—REASONABLENESS—PUBLIC POLICY—"EASTERN HEMISPHERE."

This was an appeal from a decision of Farwell, J. (reported W. N. 1904, p. 56). The facts were as follows: The action was brought by the plaintiff company for an injunction to restrain the defendant for a period of five years from the 25th of March, 1902, from engaging in the "eastern hemisphere," either individually or in partnership or as the agent, servant, or officer of any other person or persons, company or companies, in any business similar to the business which was at the date of and during the continuance of an agreement dated the 19th of August, 1899, or any extension thereof, carried on by the plaintiff company. It appeared that the plaintiff company was in the year 1899 incorporated under the Companies Acts for the purpose of carrying on the business of the manufacture and sale of pneumatic tube systems for use in shops, stores, and other large buildings, for the conveyance or transmission of cash, documents, and small parcels from one part of the building to another. In 1899 the company purchased from an American company

called the Bostedo Pneumatic Tube Co. the business carried on in the eastern hemisphere by the American company of manufacturers of and dealers in appliances and mechanical contrivances adapted for use in conveying or transferring moveables. By an agreement dated the 4th of May, 1899, and by clause 5 thereof, it was agreed that the Bostedo Co. should enter into a covenant with the plaintiff company so as to bind the Bostedo Co. and their agents and servants so far as they lawfully could or might, not to carry on in the eastern hemisphere (including Australasia), either directly or indirectly, in the name of the Bostedo Co. or in any other name, or by means of any agent or agents, any business similar to that then carried on by the Bostedo Co. so far as the same related to equipping buildings with pneumatic tubes, or other apparatus as distinguished from underground pneumatic systems, for the conveyance or transportation of moveables. The plaintiff company alleged that at the time of such purchase the defendant was the general agent of the Bostedo Co. and that the negotiations for such purchase were conducted by him on behalf of such company. By an agreement dated the 19th of August, 1899, and made between the plaintiff company of the one part and the defendant of the other part, it was agreed that the defendant should be their general agent, and should continue in the service of the plaintiffs for two years certain from the 5th of May, 1899, and thereafter until his employment should be determined by six months' notice on either side. By clause 8 of the agreement it was provided that the defendant should for a period of five years from the time when his employment under the agreement or any extension thereof should cease be subject to the following restrictions—*i.e.*, that he should not engage in the eastern hemisphere in any business similar to the business then or which might at any time during the continuance of the agreement or any extension thereof be carried on by the plaintiff either directly or in partnership, or as the agent, servant, or officer of any other person or persons, company or companies. The defendant's employment expired on the 5th of May, 1901, but it was subsequently arranged that the defendant should continue to represent the company as an agent on commission for the purpose of obtaining contracts for the company in London and the South of England. Subsequently the defendant had, in breach, as it was alleged, of the plaintiff's agreement, entered into a similar business to that carried on by the plaintiff company as the agent of another company carrying on business in England. The plaintiff company sought an injunction to restrain the defendant for the said period of five years, and claimed damages for the alleged breach. The defendant averred that under the circumstances it (the restraint) was unreasonable and void as being in general restraint of trade, and he denied that he was now agent for a company carrying on a similar trade to that of the plaintiff company. The action came before Farwell, J., who dismissed it without costs. His lordship held that the covenant was unreasonable as extending to the whole of the eastern hemisphere, and he held himself bound by *Dowden & Pook (Limited) v. Pook* (ante, p. 50, 52 W. R. 97; 1904, 1 K. B. 45). The plaintiff company appealed.

THE COURT (VAUGHAN WILLIAMS and ROMER, L.J.J., COZENS-HARDY, L.J., dissenting) allowed the appeal.

VAUGHAN WILLIAMS and ROMER, L.J.J., were of opinion that under the circumstances they ought to grant the injunction asked for.

COZENS-HARDY, L.J., dissented. His lordship considered that the covenant was contrary to public policy, and that it was wider than was reasonable. He thought Farwell, J.'s decision was right.—COUNSEL, *Upjohn, K.C., and W. E. Vernon; Buckmaster, K.C., and R. R. Rees*. SOLICITORS, *W. H. Court; G. W. Bower.*

[Reported by A. R. TAYLOR, Esq., Barrister-at-Law.]

**RE FARNHAM'S TRUSTS. LAW UNION AND CROWN INSURANCE CO v. HARTOPF AND JAFFRAY.** No. 2. 30th June.

SETTLEMENT—FREEHOLD AND LEASEHOLD HOUSES—REPAIRS UNDER NOTICE FROM LOCAL AUTHORITY—COST—CHARGE ON CORPUS.

This was an appeal from a decision of Kekewich, J. (reported 52 W. R. 536). By a settlement made in 1882 on the occasion of his marriage Mr. W. B. Farnham became entitled to a life interest in the income arising from moneys the subject of the settlement, or from stocks and securities representing the same, and power was given to the trustees to invest moneys subject to the trusts of the settlement in the purchase of lands or hereditaments of freehold or leasehold tenure. In pursuance of this power the trustees purchased freehold and leasehold property, being 39, 40, and 41, Foster-lane, in the City of London. W. B. Farnham mortgaged his life interest under the settlement to the plaintiffs. By an order made in 1897 W. B. Farnham and his wife were absolutely debared and foreclosed of all equity of redemption of, in, and to the mortgaged hereditaments therein mentioned, which included the said premises, 39, 40, and 41, Foster-lane. In November, 1902, a notice was served under the Public Health (London) Act, 1891, and came to the hands of the defendants, the present trustees of the settlement, requiring certain sanitary works to be carried out on the said premises, 39, 40, and 41, Foster-lane; correspondence took place between the plaintiff company and the trustees, and it was finally arranged that the plaintiff company should complete the sanitary works without prejudice to the question as to the liability of the trustees. Kekewich, J., held that, there being no moneys in the hands of the trustees, section 15 of the Settled Land Act, 1890, could not be relied on, and the repairs having been done by persons other than the trustees, the costs could not be claimed as representing *corpus*. The plaintiff company appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.J.J.), allowed the appeal. Their lordships were of opinion that in the circumstances of the case the plaintiffs were entitled to stand in the shoes of the trustees, as having done the work on behalf of the trustees. They would, therefore, be entitled, as representing the trustees, to a charge on



the corpus for so much of the costs of the repairs as represented permanent improvements. The court was not exercising any jurisdiction under the Settled Land Acts.—COUNSEL, *Badeock, K.C.*, and *E. S. Ford; Lawrence, K.C.*, and *Church; Stamp. SOLICITORS, Robins, Hay, Waters, & Hay; Church, Adams, & Prior.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

### High Court—Chancery Division.

*Re PRETORIA-PIETERSBURG RAILWAY CO. (LIM.).* Buckley, J. 5th July.

COMPANY—COMPANIES WINDING-UP—APPLICATION UNDER COMPANIES ACT, 1900, s. 25—CREDITOR RESIDENT ABROAD—SECURITY FOR COSTS.

The above company being in course of voluntary liquidation, Mr. Jan Volker, of Haarlem, in Holland, on the 16th of April, 1904, took out a summons as creditor of the company under section 138 of the Companies Act, 1900, against the liquidators for a declaration that he was entitled to prove for £120 in respect of a claim sent in by him. On the 30th of April, 1904, the liquidators took out a summons that Mr. Volker might be ordered to give security for costs in the sum of £25, upon the ground of his residing abroad. The registrar before whom the matter came refused to make the order. Counsel for the liquidators now moved to discharge the order of the registrar, and that the order for security of costs should be made, contending that under rule 201 of the Companies (Winding-up) Rules, 1903, the practice of the High Court governed the case, and not the bankruptcy practice. They cited *Fontaine's case* (37 W. R. 680, 41 Ch. D. 118) and *Czeat v. Brogden* (38 SOLICITORS' JOURNAL, 255; 1894, 2 Q. B. 30) as to the practice of the High Court. Counsel for Mr. Volker contended that the bankruptcy practice applied, and that the court had a discretion whether or not it should make the order where the party was out of the jurisdiction, and he referred to *Re Gaetano Seneca* (38 SOLICITORS' JOURNAL, 60; 1894, 1 Q. B. 15) and to *Re Vanderhégé* (20 Q. B. D. 146).

BUCKLEY, J.—Under section 138 of the Companies Act, 1862, as amended by section 25 of the Act of 1900, the creditor is provided with a short and speedy method of proceeding by summons for establishing his claim instead of proceeding by action. It would be a strange thing if in the case of an action he could be ordered to give security for costs, but not in the case of a summons. The general rule as to ordering security of costs is that if there are no special circumstances in the case, and the claimant or actor is not bringing a cross action, or the other party has not funds of the actor in his hands, or if the actor has not property within the jurisdiction which can be reached, the plaintiff or actor can be made to give security for costs where he is out of the jurisdiction. By rule 201 of the Companies (Winding-up) Rules, 1903, where no other provision is made by the Act or Rules, the practice shall, unless the court otherwise in special cases directs, in the High Court be in accordance with the rules and practice of the High Court. Having regard to that rule, I think the ordinary practice of the High Court applies. In bankruptcy there are special rules as to security for costs. Rules 138 and 148 deal with the matter. There are no corresponding rules in company winding-up. In my judgment the ordinary rules of the High Court apply to a creditor claiming by summons in a winding up whether voluntary, under supervision, or by the court, and I order Mr. Volker to pay £25 as security for the costs of his application.—COUNSEL, *Younger, K.C.*, and *Bischoff; Bischoff, SOLICITORS, Bompas, Bischoff, Dodgson, Cox, & Bompas; Cayley & Cayley.*

[Reported by NEVILLE TERBUTT, Esq., Barrister-at-Law.]

### High Court—King's Bench Division.

*THOMAS CHILVERS v. SCHENZIK. Ex parte THE LONDON COUNTY COUNCIL.* Div. Court. 5th July.

METROPOLIS—GENERAL LINE OF BUILDINGS—"STRUCTURE"—"PROJECTION" ILLUMINATED SIGN AFFIXED TO WALL OF HOUSE—LONDON BUILDING ACT, 1894 (57 & 58 VICT. c. CCXIII.), s. 22—LONDON BUILDING (AMENDMENT) ACT, 1898 (61 & 62 VICT. c. CCXXXVII.), s. 7.

Counsel on behalf of the London County Council applied for a rule against Mr. Haden Corser, police magistrate, of Worship-street, requiring him to state a case. Two summonses were taken out by Chilvers on behalf of the L.C.C. against the defendant Schenzik, who was the proprietor of the Russian Vapour Baths at No. 86 to 88, Brick-lane, Stepney, under the London Building Acts. The first summons was under section 200, sub-section 3 (a), of the London Building Act, 1894, as amended by section 7 of the Amending Act of 1898, for having unlawfully erected a structure—namely, a large illuminated sign constructed of iron, lead, and glass affixed to the wall of the house 11 feet above the pavement—in contravention of the provisions of Part III. of the said Act (see section 22). The other summons was under section 22, sub-section 11 (j), in respect of the sign as an extension beyond the general line of buildings amounting to a "projection" from the building contrary to the provisions of section 73 (8) of the Act of 1898. The county council, having regard to the way in which the sign was fastened to the building, were of opinion that it was part of the building, and therefore a "structure" within the meaning of section 22 of the Act of 1894, and they, following *Coburn Hotel v. London County Council* (63 J. P. 805), gave notice to the defendant for its removal. In the case of *London County Council v. Hull* (1901, 1 K. B. 580, 17 Times L. R. 270) an illuminated sign used for displaying an advertisement of Edwards' Dissipated Soup was held not to be a projection, and the court (Bruce and Phillimore, JJ.) there intimated that the test of whether an extension was a "projection" within the meaning of section 73 (8) was a question of fact—namely, whether or not it formed part of the architectural structure of the building. More recently it had been held (on the

13th of May) by this court, in the case of the *London County Council v. Illuminated Advertisement Co.*, that certain advertisement cases similar in construction to the one in *Hull's case* were not constructions within the meaning of section 22 of the Act of 1894. The county council therefore desired to obtain an authoritative decision on this point. The magistrate had refused to convict on the ground that the state of the law, as evidenced by the three cases cited, left the matter in doubt and expressed the opinion that if the county council had made a bye-law to deal with these signs, these summonses would never have been taken out. He thought that it was only by straining the meaning of sections 22 and 73 that this class of case was brought within them at all. Accordingly he dismissed both summonses and gave the defendant his costs. [During the argument Lord ALVERSTONE, C.J., said it was greatly to be regretted that the numerous decisions of the Divisional Court had not established a rule by which these cases could be decided. That doubt was due in some measure to the Divisional Court not being more uniformly constituted. As it was, these varying decisions existed, and therefore were binding on that court. He thought that the applicants for the rule would do wisely if they raised the question by some form of procedure that would enable them to carry the case to the Court of Appeal. If the decision in *Hull's case* laid down the true test, then it was a question of fact, and the decision would turn in each case on the facts proved. Counsel replied he would see what could be done to follow out this suggestion.]

LORD ALVERSTONE, C.J., in giving judgment, said he thought that the rule should be granted, although it was doubtful if they could, when the authorities came on for argument, do more than follow one or other of the decided authorities. It seemed to him that the county council might very properly make a bye-law to deal with these sign cases.

KENNEDY, J., concurred. Rules granted accordingly.—COUNSEL, *F. F. Dady. SOLICITOR, W. A. Blasland.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

*THE PRUDENTIAL ASSURANCE CO. (LIM.) v. COMMISSIONERS OF INLAND REVENUE.* Channell, J. 29th June.

REVENUE—STAMP—"OLD AGE ENDOWMENT WITH LIFE ASSURANCE"—POLICY OF LIFE INSURANCE—CONTRACT OF INSURANCE—STAMP ACT, 1891, s. 98.

Special case stated by the Commissioners of Inland Revenue. On the 13th of January, 1904, an instrument was presented on behalf of the Prudential Assurance Co. to the commissioners for their opinion as to the stamp duty with which the instrument was chargeable. The instrument was headed "Old age endowment with life assurance from entry to sixty-five years. For ages from eleven to fifteen next birthday after entry," and contained provisions to the effect that upon the payment of 6d. weekly until the age of sixty-five years was reached or death ensued the company would make one or other of the following payments, according to the event which happened: (1) If the assured shall attain the age of sixty-five years, then upon proof . . . the company shall pay to the assured such sum as, according to the age of the assured at entry, is ascertainable from the table annexed as payable in the event; or (2) in the alternative, if the assured shall die under the age of sixty-five years, then . . . the company shall pay to the executors or administrators of the assured the sum of £30. . . . The commissioners being of opinion that the main part of the contract was the promise to pay the sum of £95 upon the assured attaining the age of sixty-five years, and that the promise to pay the lesser sum on his dying before that age was merely incidental thereto, decided that the instrument was not, as contended by the appellants, a policy of life insurance as defined in section 98 (1) of the Stamp Act, 1891, and assessed the duty thereon, under the heading "mortgage, bond, debenture, covenant" in the first schedule of the Stamp Act, 1891, at 2s. 6d., as being for the payment of money not exceeding £100. The appellants appealed and submitted that the instrument was a policy of insurance within section 98 of the Stamp Act, 1891, as it depended on "any life or lives," and *Law v. London Indisputable Life Policy Co.* (1 K. & J. 228) was referred to. For the respondents the contrary was argued, and *Limmer Ashpall Co. v. Inland Revenue Commissioners* (W. R. 7 Ex. 217) was relied on.

CHANNELL, J., held that, even admitting the instrument to be a policy of insurance, it was nevertheless impossible to say it was not also a policy of life insurance within the meaning of section 98. Therefore the appeal would be allowed and the policy declared a policy of life insurance.—COUNSEL, *Danckwerts, K.C.*, and *Faughan Hawkins; Sir R. B. Finlay, A.G.*, and *S. A. T. Rowlett. SOLICITORS, W. Gamble; The Solicitor of Inland Revenue.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

*ALIAUZA CO. (LIM.) v. BELL.* Channell, J. 1st July.

REVENUE—INCOME TAX—CALICHE BEDS—MANUFACTURE OF NITRATES AND IODINE—EXHAUSTION OF BEDS—DEDUCTION FROM GROSS PROFITS—16 & 17 VICT. c. 34, SCHEDULE D.

Case stated by the Commissioners for the General Purposes of the Income Tax Acts upon an appeal by the company against an assessment made upon them under Schedule D of the Act of 16 & 17 Vict. c. 34 for the year ending the 5th of April, 1901, of £67,950 based upon the company's printed accounts for the three preceding years ended the 31st of December, 1899. The point raised by the case was whether the undertaking of the company was a manufacture or a mine, the distinction being that in the former case the company would be entitled to deduct in respect of the caliche—the raw material from which nitrates and iodine are extracted—consumed each year from their property.

CHANNELL, J. (in giving judgment), said that the process of manufacturing nitrates was one which necessarily exhausted the raw material, and in all cases where it was necessary to ascertain for the purposes of tax-

tion the annual value or income of a business of that description the problem was of considerable difficulty. It arose in the cases of mines and quarries. In most cases the Income Tax Acts provided a conventional rule which had to be followed in estimating the annual value of the undertakings. Income was assessed on the same basis, whether it was permanent or temporary. That was considered, and with some reason, to be rather hard, but it was the law and it was a clue to the solution of the difficulties which would otherwise not be easy to solve, especially in assessing mines. The mine-owner started with his stock of ore or coal and worked it out. In the course of time his stock became exhausted, but the mine-owner had to pay income tax on what he got out of the mine less current expenses of getting it, and he was not allowed any deduction for the original cost of acquiring the mine. Everything depended upon the nature of the concern or adventure that was being assessed. On the other hand, where the business of the company was a manufacturing business, the procuring of the raw material would be a current expenditure and not a capital expenditure; but if the working of the undertaking was that of a mine, then it was capital, and under the Act no allowance could be made in respect of capital: *Knowles v. McAdam* (3 Ex. D. 23), *Coltress Iron Co. v. Black* (6 App. Cas. 315). This wasting of capital was usually met by a sinking fund in order to meet the ultimate exhaustion of the entire capital and to keep it intact. If, therefore, this adventure was one in which the stock of caliche was part of its capital, the appellants could not claim any allowance for the portion used up from year to year, although in fact it was exhausting its capital and was being charged in respect of temporary income only. He thought there could be no question on the facts as stated in the case that this company was really formed to carry on a business in which the stock started with the raw material in the beds was the capital of the business. The substance of the case was that this company must be dealt with as a company formed for the purpose of working and developing a bed of caliche, and therefore clearly chargeable under the Income Tax Acts for all the annual amount they got out of the business. The company worked this particular bed or mine, and the price they paid for the concession was the capital with which it started, and in respect of the diminution of which no deduction could be allowed. It was an exhaustion of capital, and, therefore, the decision of the commissioners disallowing the claim of the company to deduct the value of the caliche as raw material acquired for the purpose of manufacture was right, and the appeal must be dismissed with costs.—COUNSEL, *Danckwerts, K.C., and Bremner; Sir R. B. Finlay, A.G., and Rowlatt, Solicitors, Ashurst, Morris, & Co.; The Solicitor of Inland Revenue.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

### Solicitors' Cases.

**R. LINSLEY. CATTLEY v. WEST.** Warrington, J. 28th and 29th June. TRUSTEE—CO-TRUSTEES—BREACH OF TRUST—SOLICITOR-TRUSTEE—ACTING TRUSTEE—ACTION BY BENEFICIARIES—COSTS OF LAY TRUSTEE—INDEMNITY.

This was an action brought by beneficiaries under the will of Sarah Linsley against the trustees of the will for breach of trust in lending the trust funds upon equitable mortgages, asking for an account upon the footing of breach of trust, and for other relief. One of the trustees, Mr. R. W. West, was a solicitor; the other trustee, Mr. J. F. Hartley, was a retired medical man. Mr. West had from the first been the active trustee, and had made the advances in question. In November, 1901, the tenant for life of the trust funds died, and the plaintiffs became entitled in possession. They thereupon began to ask the trustees for information as to the trust securities and for an account of the trust estate. These they were, however, unable to obtain. They thereupon brought this action. The defendant Hartley delivered a claim in the action to his co-defendant West claiming to be indemnified by West against all liability which might be established against him in the action, and against any costs he might have

to pay in the action, and also asking for his costs of his claim for indemnity. West pleaded that the mortgages upon which the trust funds had been advanced were sufficient, and it ultimately appeared at the trial that one of the mortgages, called Piggott's mortgage, upon which a considerable sum had been advanced, was a legal mortgage, and that there would be no loss to the estate. The action accordingly resolved itself into a question of costs.

WARRINGTON, J., held that in consequence of the neglect of West to furnish information and accounts, he must pay the plaintiffs their costs of the action; and also that as between himself and the plaintiffs, Hartley must pay them their costs. His lordship continued: "Next there arises a more serious question as between the defendants with regard to the costs of the action. West is a solicitor, Hartley is not. The investments of the trust funds, except Piggott's mortgage, were made to clients of West. West says that Hartley was informed concerning them. I accept that. But West was the active person in the administration of the trust, and if he had kept reasonable records of what he had done there ought to have been no difficulty in furnishing the beneficiaries with information of what had taken place, and of the state of the trust funds. West was asked for a whole year by Hartley for this information. I acquit West of any dishonesty. But I think that he should have acted in a more reasonable and a more businesslike manner. He is a solicitor and is responsible to his client. It is recognized in the cases of *Re Turner* (41 SOLICITORS' JOURNAL, 313; 1897, 1 Ch. 537) and *Lockhart v. Reilly* (4 W. R. 438, 1 D. G. & J. 464) that as between two trustees, if one is a solicitor and the other not, that fact makes a difference in considering whether the one is not bound to indemnify the other. And I think this is reasonable, because a trustee properly looks to the solicitor to do the proper thing in connection with the administration of the trust estate. Hartley naturally trusted West in all his dealings with the estate. The conclusion I have come to is that West must not only pay the costs of the plaintiff himself, and indemnify Hartley against these costs, but must also pay Hartley his costs of the action as between solicitor and client.—COUNSEL, *Rowden, K.C., and A. Adams; E. A. Nepean; Norton, K.C., and M. L. Romer. SOLICITORS, Burch, Whitehead, & Davidson; Sharpe, Parker, Pritchards, Barham, & Lawford; Crissman, Pritchard, Crissman, & Block, in S. Wise & Son, Ripon.*

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

## Law Societies.

### The Law Society.

The annual general meeting of the members of this society will be held at the Society's Hall (Chancery-lane entrance), on Friday, the 22nd of July, 1904, at 2 p.m. The following are the provisions of bye-law 15 as to the business to be transacted at an annual general meeting, namely:—"The business of an annual general meeting shall be the election of president, vice-president, and members of Council, as directed by the Charter, and also the election of auditors; the reception of the accounts submitted by the auditors for approval, the reception of the annual report of the Council, and the disposal of business introduced by the Council, and of any other matter which may consistently with the Charter and bye-laws be introduced at such meeting." Below will be found the names of the candidates nominated to fill the twelve vacancies in the Council, and in the offices of president, vice-president, and auditors, with the names and addresses of their nominators.

Presentation of prizes and certificates.

Mr. Phillimore will ask certain questions relating to smoking and the service of refreshments in the Common Room.

E. W. WILLIAMSON, Secretary.

LIST OF QUALIFIED MEMBERS OF THE SOCIETY NOMINATED AS MEMBERS OF THE COUNCIL TO BE ELECTED AT THE ANNUAL GENERAL MEETING ON THE 22ND OF JULY, 1904.

Name of Candidate.	Address.	Names of Nominators.	Address.
Charles Mylne Barker	15, Bedford-row, W.C.	Sir John Gray Hill ... Thomas Marshall ... Andrew A. Collyer-Bristow ... W. Arthur Sharpe ... (of the firm of Sharpe, Parker, & Co.)	10, Water-street, Liverpool 8, Albion-place, Leeds. 4, Bedford-row, London. 12, New-court, Carey-street, W.C.
Thomas William Bischoff	4, Great Winchester-street, E.C.	Sir John Gray Hill, President ... Thos. Rawle, Vice-President ... Thomas Marshall ... C. H. Morton ... Sir John Watney ...	10, Water-street, Liverpool. 1, Bedford-row, W.C. 8, Albion-place, Leeds. 18, Cook-street, Liverpool. Mercer's Hall, E.C.
Frank Brinsley-Harper (of the firm of Lumley & Lumley)	15, Old Jewry-chambers, E.C.	John Arscott Bartrum ... W. Joynson Hicks ... Henry J. Humm ... Frank Dawes ...	9, Old Jewry-chambers, E.C. 13, Old Jewry-chambers, E.C. 6, Old Jewry, E.C. 50, Old Broad-street, E.C.
John Wreford Budd	24, Austen Friars, E.C.	Sir James T. Woodhouse ... Wm. J. Bull, M.P. ... Wm. George ... Augustus Helder, M.P. ...	Hull. Vencourt, Hammersmith. Garcelyn, Cricketh, N. Wales. Corkickle, Whitehaven, and Const- tutional Club, London, W.C.
Harvey Clifton	4, New-court, Lincoln's-inn, W.C.	Thos. Skewes-Cox, M.P. ... J. Bamford Slack, M.P. ... Luke White, M.P. ... A. Rhys Roberts ... Louis Tillett, M.P. ...	8, Lancaster-place, Strand. 31, Queen Victoria-street, E.C. Driffild. 63, Queen Victoria-street, E.C. Norwich.



Name of Candidate.	Address.	Names of Nominators.	Address.
Frank Dawes ... ..	50, Old Broad-street, City ...	{ Sir John Gray Hill, <i>President</i> ... Thos. Rawle, <i>Vice-President</i> ... Thos. Marshall ... .. C. H. Morton ... .. Sir John Gray Hill, <i>President</i> ... Thos. Rawle, <i>Vice-President</i> ... Thos. Marshall ... .. C. H. Morton ... .. R. Pennington ... .. R. W. Tweedie ... .. Maurice A. Tweedie ... .. Richard Dawes ... ..	10, Water-street, Liverpool. 1, Bedford-row, W.C. 8, Albion-place, Leeds. 18, Cook-street, Liverpool. 10, Water-street, Liverpool. 1, Bedford-row, W.C. 8, Albion-place, Leeds. 18, Cook-street, Liverpool. 64, Lincoln's-inn-fields, W.C. 5, Lincoln's-inn-fields, W.C. 5, Lincoln's-inn-fields, W.C. 9, Angel-court, Throgmorton-street, E.C. 66, Lincoln's-inn-fields, W.C. 10, Water-street, Liverpool. 1, Bedford-row, W.C. 8, Albion-place, Leeds. 18, Cook-street, Liverpool. 1, Bedford-row, W.C. 1, Copthall-buildings, E.C. Oxford. 15, Bedford-row, W.C. 1, Copthall-buildings, E.C. 64, Lincoln's-inn-fields, W.C. 1, Bedford-row, W.C. 1, Copthall-buildings, E.C. East Parade, Sheffield.
Samuel Garrett ... ..	Rectory House, St. Michael's Alley, Corahill	{ J. A. Burrell ... .. Sir John Gray Hill, <i>President</i> ... Thos. Rawle, <i>Vice-President</i> ... Thomas Marshall ... .. C. H. Morton ... .. Thos. Rawle ... .. E. J. Bristow ... .. Thomas M. Davenport ... .. Chas. M. Barker ... .. E. J. Bristow ... .. R. Pennington ... .. Thos. Rawle ... .. E. J. Bristow ... .. Herbert Hughes ... .. (President Sheffield District Incorporated Law Society) Phillip K. Wake ... .. (Vice-President of the Sheffield Incorporated District Law Society)	66, Lincoln's-inn-fields, W.C. 10, Water-street, Liverpool. 1, Bedford-row, W.C. 8, Albion-place, Leeds. 18, Cook-street, Liverpool. 1, Bedford-row, W.C. 1, Copthall-buildings, E.C. Oxford. 15, Bedford-row, W.C. 1, Copthall-buildings, E.C. 64, Lincoln's-inn-fields, W.C. 1, Bedford-row, W.C. 1, Copthall-buildings, E.C. East Parade, Sheffield. 25, Bank-street, Sheffield.
William Howard Gray ... ..	Ormond House, Great Trinity-lane, City.		
Henry Edward Gribble ... ..	38, Bedford-row, W.C. ... ..		
Henry Manisty ... ..	1, Howard-street, Strand, W.C. ...		
Thomas Marshall ... ..	Leeds ... ..		
Frederic Parker Morrell ... ..	1, St. Giles-street, Oxford ... ..		
Thomas Rawle ... ..	1, Bedford-row, W.C. ... ..		
Sir A. K. Rolit, M.P. ... ..	3, Mincing-lane, E.C. ... ..		
Arthur Wightman ... ..	14, George-street, Sheffield ... ..		

LIST OF QUALIFIED MEMBERS PROPOSED AS PRESIDENT AND VICE-PRESIDENT.

Thomas Rawle, as <i>President</i> ...	1, Bedford-row, W.C. ... ..	{ James S. Kingdon... .. Charles Martineau... .. James S. Kingdon... .. Charles Martineau... ..	34, Bedford-row, W.C. 19, Surrey-street, Strand, W.C. 34, Bedford-row, W.C. 19, Surrey-street, Strand, W.C.
Wm. Francis Fladgate, as <i>Vice-President</i>	1, Craig's-court, Charing Cross, Strand		

LIST OF QUALIFIED PERSONS PROPOSED AS AUDITORS OF THE SOCIETY.

John Stephens Chappelow, F.C.A.	10, Lincoln's-inn-fields ... ..	{ Edmund Church ... .. R. W. Tweedie ... .. E. J. Wilde... .. R. H. Willcocks ... .. Edmund Roysds ... .. Henry F. Rawstorne ... ..	11, Bedford-row, W.C. 5, Lincoln's-inn-fields, W.C. 21, College hill, E.C. 4, College-hill, E.C. 7, Suffolk-place, S.W. 7, Suffolk-place, S.W.
Harmer Steele... ..	21, College-hill, E.C. ... ..		
Reginald Curtis Toogood ... ..	{ 7, Suffolk-place, Pall Mall East, S.W.		

The Land Transfer Acts.

Is charging the Grand Jury at the Tewkesbury Quarter Sessions, the Recorder (Mr. Stroud) said: "There is a legal matter which I know something about—the Land Transfer Bill. It is no use crying over spilt milk, so I lift up my voice again to warn not only Tewkesbury, but the whole county, against the burden this matter would entail on the rates. London has been chosen to try the experiment, and they have been building a place, that I pass by daily, and spending, I believe, nearly half-a-million of money. It is a funny thing to me that they should choose London. The first thing they would have to do in Gloucestershire would be the housing, though that would of course not be so large, but it would be a heavy expense on the rates. Then there would be a staff of officials to keep the thing going. If it was going to do good there would be something in it, but the only persons it would be doing good to were the people who owned property, and it seems hard that the rates should be thus burdened. As a small landowner in London I have been brought into connection with this thing, and I can say it does not benefit them at all; it is a positive waste of public money. I should like to say I have found delay, expense, and an interference with the liberty of dealing with property, and I have never found the slightest amount of convenience. Mr. Edward Wood, of the Permanent Temperance Building Society, just by St. Paul's Cathedral, one of the largest building societies in London, had a desire to welcome the Bill, but could not do so as it made an appreciable addition to the cost in dealing with properties. I mention this to put you on your guard, and to exert what influence you can on the county council. My advice is: Don't go wasting the public rates over the establishment of Land Transfer in the county or Gloucester. It cannot be brought into your midst save by the county council, and it will certainly delay matters. It does seem strange that public money should be wasted for the benefit of a class that is capable of taking care of itself. I speak this from my own experience just in a business-like way, apart from any feeling, and as a fellow countryman, for I am as much a Gloucestershire man as any one of you."

A recent appeal was, says the *Globe*, officially stated in the daily cause list to have been "set down March 3, 1204."

Obituary.

Sir W. H. Rattigan.

Sir William Henry Rattigan, K.C., M.P., died on Monday as the result of a motor accident. He had, we believe, been in the House of Commons two or three hours before the accident, and had left by motor-car for Blackwood, Lanarkshire. At Langford, near Biggleswade, the car was overturned and Sir William was picked up dead. He was called to the bar in 1873, and practised at first in India. He became an Assistant Commissioner at Lahore, and was subsequently Judge of the High Court of the Punjab. He was an additional member of the Supreme Legislative Council in India from 1892 to 1893. He was an Hon. LL.D. of Glasgow, and was knighted in 1893. In 1893 he was made a Queen's Counsel, and last year became a bencher of Lincoln's-inn. He was the author of works on Hindu law and jurisprudence.

Legal News.

Appointments.

Mr. A. CLAVELL SALTER, K.C., has been appointed Recorder of Poole, in the room of Mr. G. Pitt-Lewis, K.C., resigned.

Mr. GEORGE CAVE, K.C., has been appointed Recorder of Guildford, in the room of Mr. R. M. Bray, K.C., on his appointment as one of his Majesty's judges.

Information Required.

ROBERT BARROWS LOCKINGTON (deceased).—Information is required as to will dated subsequent to the 30th of August, 1901, of Robert Barrows Lockington, deceased, formerly of Nottingham and Retford, but recently of Willesden, Middlesex.—Communications should be sent to Mr. Alfred Double, solicitor, 91, Fore-street, Cripplegate, London, E.C.

Messrs. Cooper & Bake, solicitors, 6 and 7, Portman-street, London, W., desire to communicate with Mr. St. GEORGE KERR, formerly of No. 1, Plowden-buildings, Temple, Barrister-at-Law, or his representatives, respecting the affairs of the late FREDERICK JOHN LILLY, deceased, formerly a porcelain manufacturer of Worcester.

### Changes in Partnerships.

The business carried on for some years past by the late Mr. Thomas Cave, in partnership with Mr. Francis William Darch, under the style of Cave & Co., at 20, Eastcheap, London, will in future be carried on at the same address under the same name by Mr. DARCH in partnership with Mr. ARTHUR HATTEY CRICKMAY, who has hitherto been practising at 32, Great St. Helens, E.C., and Mr. WILFRED CHARLES RUNDLE.

### Dissolutions.

EDWARD MOUNTFORD COLEMAN and FREDERICK JAMES WHITELEY, solicitors (Coleman & Whiteley), Redditch and Studley. June 30.

WALTER GROVER and LOVEL SMEATHMAN, solicitors (Grover & Smeathman), Hemel Hempstead. Dec. 31.

ARTHUR HUSSEY and JOHN ABEL INGPEN, solicitors (Hussey & Ingpen), 11, Stone's-buildings, Lincoln's-inn. June 24. [Gazette, July 1.

WALTER GURNEY WINTER and HOWARD JOHN BARTLETT, solicitors (Gurney Winter, Bartlett, & Ruddle), 7 and 8, Southampton-buildings, Chancery-lane, London, and 118, Greenwich-road, and 76b, High-street, Lewisham. May 10. Mr. W. Gurney Winter will continue to practise as heretofore at the said addresses under the style of Gurney Winter & Ruddle. [Gazette, July 5.

### General.

Mr. Justice Wright is stated to be improving, and to able with some help to walk a few steps.

Mr. Justice Wills is, says the *Times*, improving in health, and will, according to present arrangements, proceed to the Chester Assizes on Monday, the 18th inst., where he will be joined by Mr. Justice Kennedy.

The annual dinner of the Hardwicke Society will take place at the Trocadero Restaurant on Friday, the 22nd inst., when the members will celebrate the 40th year of Sir Edward Clark's membership of the bar, he having been called in November, 1864.

It is stated that an action has been instituted in the Edinburgh Court of Session to reduce the will of Sheriff Thomas, who was Sheriff of Orkney and Shetland. In his will the Sheriff ordered that he was to be buried in a wicker coffin so as to be "handy for the scramble at the resurrection."

It is announced in the *London Gazette* that the Lords Commissioners of His Majesty's Treasury have appointed Mr. J. D. Stuart Sim to be Chief Registrar of Friendly Societies, in succession to Mr. E. W. Brabook, C.B., retired, and have appointed Mr. T. Hall Hall to be Assistant Registrar of Friendly Societies, vice Mr. J. D. Stuart Sim.

Lord Justice Romer presided on Friday week at the Hotel Cecil at the first annual dinner of past and present members of Trinity Hall, Cambridge. The company included the Master of Trinity Hall, Mr. J. W. Mellor, K.C., Sir Charles Dilke, M.P., Sir R. Temple, Sir Walter Colvin, Sir J. R. Paget, Judge Lumley Smith, K.C., Judge Lush Wilson, K.C., Judge Reginald Brown, K.C., and many other members of the bar. The Master, in responding to the toast of "The Hall," proposed by the chairman, said that in proportion to its size it had sent out more distinguished sons into the world than any other college in the country.

The Dublin correspondent of the *Times* announces the death on Monday of Mr. Robert Keating Clay, J.P., who last year was president of the Incorporated Law Society of Ireland. He was the senior member of the firm of Casey & Clay. He was vice-chairman of the Dublin County Council, vice-chairman of the Richmond Lunatic Asylum Board, and chairman of the Dalkey District Council. He was also a member of the Royal Dublin Society, a member of the Council of the Dublin Chamber of Commerce, and vice-president of the Art Union of Ireland. He held high rank in the Masonic order, and was concerned in the promotion of many important local measures.

According to the *New York Times*, Judge Keogh, of the Supreme Court of the State of New York recently had before him on trial an "accident case" where the plaintiff's claim was that the plaintiff was thrown from a car because it was started too soon, and before she was fairly aboard. The defendant claimed that the plaintiff jumped while the car was in motion, and so sustained her injury through her own fault. Judge Keogh delivered a charge which the plaintiff's attorney thought might tell against him with the jury. In an effort to counteract this and to have the last word with the jury favourable to his client, he requested the judge to charge the jury that they must take into consideration the inherent probability of each story. "I so charge," said Judge Keogh, and to the discomfiture of the lawyer, who tells the story with much relish, the judge added, "also the inherent improbability of each story." The jury promptly brought in a verdict for the defendant.

The directors of the Law Guarantee and Trust Society (Limited) have declared an interim dividend (free of income tax) of 4 per cent. for the half year ending the 30th of June, 1904, payable to the shareholders at that date. Mr. Ronald Peake, of the firm of Messrs. Peake, Bird, Collins, & Co., 6, Bedford-row, W.C., solicitors, has joined the board.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEENEWICH.	Mr. Justice FAIRWELL.
Monday, July .....	11 Mr. Carrington	Mr. King	Mr. R. Leach	Mr. Pemberton
Tuesday .....	12 Beal	Farmer	Godfrey	Jackman
Wednesday .....	13 Jackson	King	Mr. R. Leach	Pemberton
Thursday .....	14 Pemberton	Farmer	Godfrey	Jackman
Friday .....	15 Godfrey	King	Mr. R. Leach	Pemberton
Saturday .....	16 R. Leach	Farmer	Godfrey	Jackman

  

Date	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFIN EADY.	Mr. Justice WARRINGTON.
Monday, July .....	11 Mr. Greswell	Mr. Beal	Mr. W. Leach	Mr. Church
Tuesday .....	12 Church	Carrington	Theod	Greswell
Wednesday .....	13 Greswell	Beal	W. Leach	Theod
Thursday .....	14 Church	Carrington	Theod	W. Leach
Friday .....	15 Greswell	Beal	W. Leach	Farmer
Saturday .....	16 Church	Carrington	Theod	King

## The Property Mart.

### Sales of the Ensuing Week.

- July 12.—Messrs. BEADEL, WOOD, & Co., at the Mart, at 2:—The Essex Estates of the late Henry Cline, Esq.: Valuable Freehold Estates and Manors, comprising—in the parishes of Tolleshunt Knights and Messing, about 3½ miles from Kelvedon: Brook Hall Farm, Five Cottages, Two Homesteads, and 255 acres; Building Land and Cottages, about 230 acres. In Salscott and Great Wigborough: Abbott's Hall Farm, with House, Homestead, and 119 acres; Kemp's Farm, 35 acres; Grazing Marshes and Blocks of Land, 135 acres. In Steeple, Ashdham, St. Lawrence, and Mayland, 14 miles from Southminster town and railway station: Rat's Farm, 203 acres; Highland's Farm, 149 acres; Lower Farm, 123 acres; Building and Accommodation Pasture Land, 138 acres. Maldon: Brook Farm, 53½ acres. Solicitors, Messrs. Wordsworth, Blake, & Co., London. (See advertisements, June 18, p. v.)
- July 13.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2:—Reversion to a share of a Trust Fund of about £9,000, invested in British Government Securities, Railway Guaranteed and Corporation Stocks, Gas Shares and Freehold Property; gentlemen, aged 60. Solicitors, Messrs. Hedges & Marshall, Wallingford. City of London: Leasehold Investment, comprising the substantial brick-built warehouse premises, Nos. 11 and 12, Goldenmitre, Wood-street, conveniently situated in the midst of the silk trade, close to Cheapside; rental value £1,800. Solicitors, Messrs. Charles Stevens & Drayton, London. City of London: An important Freehold Ground-rent of £940 per annum, well-secured upon the fine block of warehouse and office premises, Nos. 25, 26, and 27, Lawrence-lane, and Nos. 24, 3, and 4, Trump-street, covering a superficial area of about 3,500ft.—Southwark, No. 62, Park-street: Valuable Freehold Warehouse Premises; let for 21 years from 25th December, 1897, at £190 per annum—Hove, Sussex: Freehold Private Residence, in one of the choicest positions of this favourite seaside resort; let at £115 per annum. Solicitors, Messrs. S. F. Mear, Vardon, & Miller, London. (See advertisements, this week, p. iv.)
- July 14.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2:½ numerous Lots:—Excellent Leasehold Investments, comprising 49 Houses and Shops, let on weekly and monthly tenancies, and producing gross rents am amounting in the aggregate to about £1,370 per annum, situated at Midway Park, Stoke Newington, Islington, Haggerston, Fulham, Battersea, Walthamstow, and Leyton. Solicitors, Messrs. Henry Hilbery & Son, and Messrs. Naunton & Son, London. (See advertisements, this week, p. 4.)
- July 14.—Messrs. C. C. & T. MOORE, at the Mart, at 2:—St. George's East: A Freehold Estate, within 600 yards of the City boundary, and within one mile of the Bank of England, comprising 130 Houses, now let at rentals amounting to £3,627 per annum, and having an area of 80,000 feet. Solicitors, Messrs. Marchant, Benwell, & Marchant, London. (See advertisement, July 2, p. iii.)
- July 14.—Messrs. STIMSON & SONS, at the Mart, at 2:—Freehold Ground-rents, secured upon Property at East Ham and Walthamstow, of about £100 per annum. Solicitors, Messrs. Wetherfield, Son, & Baines, London. (See advertisements, this week, p. iii.)

### Result of Sales.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER (in conjunction with Messrs. MATTHEWS, MATTHEWS, & GOODMAN) sold at Winchester House, Old Broad-street, on Wednesday last, the First Portion of the Burrage Estate situated at Woolwich, close to Woolwich Arsenal Station, and between the South-Eastern Railway and the main Plumstead-road, immediately opposite the principal entrance gates of the Royal Arsenal, for £136,680.

MESSRS. H. E. FOSTER & CRANFIELD sold at the Mart, E.C., on Wednesday last, No. 14 Knightbridge (late No. 3, Park-side), Shop and Business Premises, for £3,000; No. 14 Knightbridge (late No. 3, Park-side), Shop and Business Premises, for £3,500; No. 2, Knightbridge (late No. 4, Park-side), a Moiety of Shop and Business Premises, producing £105 per annum, for £2,450.

### REVERSIONS AND SHARES.

The Same Firm held their usual Fortnightly Sale (No. 766) of the above Interests at the Mart, E.C., on Thursday last, when a total of £14,690 was realized.

REVERSIONS:		Sold	£
Absolute to a sum of £3,600; life 59	...	1	600
Absolute to One-twelfth of £10,786; to One-fourth of £17,976, and	...	1	770
One-twentieth of £9,300; various lives	...	1	770
Contingent to £7,500; lives 50 and 25	...	1	950
Absolute to One-third of £5,000; life 54	...	1	330
Absolute to One-tenth of £5,978; life 73	...	1	330
LIFE INTEREST IN £1,305 Railway 5 per Cent. Stock; life 35	...	1	600
SHARES: Consolidated Signal Co. (Limited), 626 Six per Cent.	...	1	000
Cumulative Preference Shares of £1 each fully paid, and 21,000	...	1	000
Ordinary Shares of £1 each fully paid	...	8	608

## Winding-up Notices.

London Gazette.—FRIDAY, July 1.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

ASSOCIATED MOUNT JACKSON GOLD MINES (W.A.), LIMITED.—Petn for winding up, presented June 25, directed to be heard July 12. Wells & Sons, Paternoster row, solrs for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 11.

BOKEIT GOLDFIELDS, LIMITED.—Creditors are required, on or before Aug 2, to send their names and addresses, and the particulars of their debts or claims, to George Browning, 55, Coleman St. Mayo & Co, Drap-r's gins, solrs for liquidator



COMMERCIAL EXCHANGE, LIMITED.—Petra for winding up, presented June 27, directed to be heard July 12. Bennett & Ferris, 88, Coleman st, solors for petra. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 11.

GAS SUPPLY LIGHTING CO, LIMITED.—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Thomas Adams, 2, Suffolk In

GENERAL STOCK EXCHANGE AND INVESTMENT CO, LIMITED.—Creditors are required, on or before July 22, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat

HARVEY RIVER SYNDICATE, LIMITED.—Petra for winding up, presented June 30, directed to be heard July 12. Williams & Co. Broad st pl, Finsbury cres. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 11

HARLEY AND GREAT LEVER CO, LIMITED.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Wm Kavan, 12, Acresfield, Bolton

JAMES HOLLAND & CO, LIMITED.—Creditors are required, on or before Aug 5, to send their names and addresses, and the particulars of their debts or claims, to Samuel Greenhalgh, 20, Acresfield, Bolton. Heath & Sons, Manchester, solors for liquidator

LONDON AND PROVINCIAL PURE ICE MANUFACTURING CO, LIMITED.—Petra for winding up, presented June 14, directed to be heard July 12. W. & W. Stoken, Lime st, for Williams & Co. Newport, Mon, solors for petra. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 11

LOUIS LEAKY ALUMINIUM CO, LIMITED.—Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their debts or claims, to James Fitzpatrick, 147, Lendenhall st

MAIN REEF EXTENSIONS LIMITED (Registered March 19, 1898).—Petra for winding up presented June 27, directed to be heard July 12. Parter & Richardson, New Broad st, solors for petra. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 9

PHOENIX CONTRACT AND DEVELOPMENT SYNDICATE, LIMITED.—Creditors are required, on or before Aug 13, to send their names and addresses, and the particulars of their debts or claims, to John Frederick Drake, St George's House, 6 and 8, Eastcheap

PORTUGUESE MINING AND EXPLORATION SYNDICATE, LIMITED.—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims, to Albert Mitchell, Dashwood House, 8, New Broad st. Samuel & Co, Great Winchester st, solors for liquidator

PURSON TUCKER'S DISINFECTANT CO, LIMITED.—Creditors are required, on or before Aug 9, to send their names and addresses, and the particulars of their debts or claims, to James Walton, Portland House, Basinghall st

THOMAS CLARKE & SONS, LIMITED IN VOLUNTARY LIQUIDATION.—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to Henry Walmley, 4 Ambesley st, Blackburn. Ives, Stalybridge, solors for liquidator

London Gazette.—TUESDAY, July 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

FRANCIS ET FRIAL, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Newman Mayo Ogle, Worcester House, Walbrook

HICKS, LIMITED.—Creditors are required, on or before August 15, to send their names and addresses, and the particulars of their debts or claims, to William Nicholson, 12, Wood st. Martin & Co, King st, Cheapside, solors for liquidator

KOOTENAY (B C) SMELTING AND TRADING SYNDICATE, LIMITED.—Creditors are required, on or before Aug 6, to send their names and addresses, and the particulars of their debts or claims, to Henry Edward Hayman, 15, Bishopsgate st

LEAWOOD COLLIERY CO, LIMITED.—Petra for winding up, presented June 30, directed to be heard at the Gwyn Hall, Neath on July 14, at 2. Smith & Co, John st, Bedford row, for Morgan & Co, Pontypridd, solors for petra. Notice of appearing must reach Morgan & Co not later than 6 o'clock in the afternoon of July 13

LEED SOUTH WARD LIBERAL CLUB-HOUSE CO, LIMITED.—Creditors are required, on or before Aug 16, to send their names and addresses, and the particulars of their debts or claims, to Jabez Gibson, 33, Cross Flatts Park, Beeston, Leeds. Lupton & Fawcett, Leeds, solors for liquidator

MONTGOMERY BREAN INVESTIGATION CO, LIMITED.—Creditors are required, on or before Aug 14, to send their names and addresses, and the particulars of their debts or claims, to Messrs Broomhall and Kingham, Hopetoun House, Lloyd's av. Smith & Co, John st, Bedford row, solors for liquidators

MORRISTON COLLIERIES, LIMITED.—Petra for winding up, presented July 1, directed to be heard at the Town Hall (Crown Court), Swansea, July 19, at 12. Viner & Co, Swansea, solors for petra. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 16

WILLIAMS, THOMAS & CO, LIMITED IN LIQUIDATION.—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to David Thomas Alexander, 5, High st, Cardiff

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 14.

WEST, WILLIAM THOMAS, Little Bowden, Northampton, Grazier July 19 Gent v West, Kekewich, J Vizard, Lincoln's inn fields

London Gazette.—FRIDAY, June 24.

BADGER, WILLIAM DAVID, Bedford, Dairyman Aug 1 Badger v Badger, Joyce, J Crundwell, Farnham

JONES, ROBERT WILLIAM, Colebrook row, Islington, Barrister at Law July 20 Gale v Jones, Farwell, J Wills, Lendenhall st

LOMAX, THOMAS DUCKWORTH, Bolton July 21 Taylor v Lomax, Registrar, Manchester Williamson, Radcliffe, Manchester

London Gazette.—TUESDAY, June 28.

WHITE, WILLIAM ARCHER, Sunderland, Auctioneer July 19 Todd v White, Registrar Durham Moore, Sunderland

London Gazette.—TUESDAY, July 5.

MURGATROYD, ROBERT, Cullingworth, Bingley, York, Contractor July 30 Murgatroyd v Murgatroyd, Farwell, J Dewarist Keighley

THORLEY, JOSEPH, Ashwood, Longton, Stafford Aug 1 Thorley v Mellor, Farwell, J Breton, London

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 23.

ALLEN, HUGHMAN, Twyford, Bucks, Builder July 15 Hearn & Hearn, Buckingham AMPHLETT, CALES, Southport Aug 3 Yates, Southport

APPLEYARD, SAMUEL, Halifax, Hay Merchant Aug 1 Bailey, Halifax BAIRD, ROBERT, Nottingham, Doctor July 30 Carter, Nottingham

BARTOLOMEW, FRANCIS, Lincoln, Land Agent July 23 Tweed & Co, Lincoln BARTON, JOHN STOTHERT, Bath, J P Sept 29 Gili & Bush, Bath

COCKSHOOT, MARY, Salford, Leeds July 31 Field & Canningham, Manchester COOTE, HARRY CHURCHILL, Conduit st July 31 Buxton & Co, Sackville st, Piccadilly

CULLMORE, MEY JAMES, Clifton, nr Boston Spa July 29 Gilling, Harrogate DAVY, EMILY MARIAN, Ramsgate Aug 1 Sankley, Ramsgate

DAVIES, JOHN, Swansea Aug 9 Howell & Williams, Swansea DAVIES, MARY, Catford July 30 Lewin & Co, Southampton

EAMES, JOSEPH, Newhall, Derby, Brickyard Manager July 21 Lowe & Auden, Burton on Trent

EABLE, MARGARET, Rusholme, Manchester Aug 10 Sutton & Co, Manchester ELLIS, MARY, Ledbury, Hereford Aug 1 Romney, Basinghall st

FANCETT, EDGAR, Chelsea, Author Aug 10 Hanson & Co, Vernon st, West Kensington GRAVES, JAMES, Frimley, Surrey Aug 10 Francis & Calder, Adelaide pl, London Bridge

GRIFFITHS, WILLIAM, Brierley Hill, Staffs, Grocer July 19 Waldron, Brierley hill HALES, ARTHUR, Bath Aug 5 Flagdale & Co, Craig's ct, Charing Cross

HAWKINS, BENJAMIN, Berrow, Somerset July 30 Poole & Son, Bridgewater LAWSON, MARY ANN, York Aug 13 Wood, York

LOUIS, LENA, Aylesford, Kent July 25 Loughborough & Co, Austin friars MARSHALL, CHARLES, Putney Aug 10 Baileys & Co, Bersers st

MITCHELL, THOMAS, Farmer, Halifax July 31 Boscove & Sons, Halifax MOSS, ANNE MARIA, Kingston upon Hull Aug 1 Woodhouse, Hull

PARISH, CORNELIUS, Ashton on Ribble, Preston, Engineer July 23 Craven, Preston PARISH, MARY ANN, Preston July 23 Craven, Preston

POWELL, ANNIE ELIZABETH, Southborough, Kent July 16 Preston, Tonbridge PRANGALL, CAROLINE, Ashford, Kent July 28 Mowll & Mowll, Ashford

REYNOLDS, JESSIE, Kent, Lincoln's inn fields RODRICK, MARY, Llantwit Major, Glam Aug 1 Miles, Cowbridge, BSO, Glam

RUSSELL, MATTHEW, Danby, Yorks, Farmer July 29 Buchanan & Sons, Whitby SHARP, MARY ANN, Kensington, Kent July 12 Halsett & Co, Ashford, Kent

SMITH, THOMAS, Erdington, Warwick, Fishmonger July 23 Tunbridge & Co, Birmingham STARKING, JOHN, Leyland, nr Preston, Lancs, Bleacher Aug 6 Houghton & Co, Preston

TAYLOR, HENRY, Walsall July 30 Evans, Walsall WITHERS, AARON, Hove, Sussex Aug 10 Francis & Calder, Adelaide pl, London Bridge

Bankruptcy Notices.

London Gazette.—TUESDAY, June 21.

ADJUDICATION ANNULLED.

EDDOLA, AMELIA, Coley, nr Reading, Widow Reading Adjud June 14, 1897 Annul May 19, 1904

London Gazette.—FRIDAY, June 24.

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

WARD, GILBERT CHARLES, jun, Newcastle on Tyne, Merchant's Clerk Newcastle on Tyne Rec Ord May 27 Resc and Annul June 17

ADJUDICATIONS ANNULLED.

JACKSON, CLAUDE, Devonshire chambers, Bishopsgate st Without, stock and Share Dealer High Court Adjud Sept 1, 1893 Annul June 20, 1904

WILSON, THOMAS, Borwick, Northumberland, Cabinet Maker Newcastle on Tyne Adjud Aug 8, 1899 Annul June 10, 1904

London Gazette.—TUESDAY, June 28

ADJUDICATION ANNULLED.

TILSTON, THOMAS, St Barnabas Vicarage, Sunderland, Clerk in Holy Orders Sunderland Adjud Oct 27, 1893 Annul June 17, 1904

London Gazette.—FRIDAY, July 1.

RECEIVING ORDERS.

ALLEN, LOUIS, Manchester, Publican Manchester Pet June 21 Ord June 27

BROOK, FRANK HARVEY, Finsbury, Manager High Court Pet June 15 Ord June 23

BRY, AUGUSTUS, Penygraig, Glam, Timberman's Helper Pontypridd Pet June 21 Ord June 27

BURN, JOHN, Rattlesden, Suffolk, Farmer Bury St Edmunds Pet June 23 Ord June 29

BONNER, JOHN GEORGE, Reading, Commercial Traveller Reading Pet June 27 Ord June 27

CANK, JOSEPH, Miskin, Mountain Ash, Glam, Grazier Aberdare Pet June 18 Ord June 29

DENNIS, LEONARD RUM, Highgate, Seedsman High Court Pet June 29 Ord June 29

EDMONDSON, JOSEPH, Wellington Bridge, Leeds, Dyer Leeds Pet June 28 Ord June 28

FLETCHER, JACOB ARMS, Church Gresley, Labourer Burton on Trent Pet June 27 Ord June 27

FOWLER, GEORGE, Markfield rd, South Tottenham, General Dealer High Court Pet June 23 Ord June 27

FOX, JOHN, Nottingham Nottingham Pet June 29 Ord June 29

HARPER, FREDERICK, Acton In, Grocer Brentford Pet June 27 Ord June 27

HARRISON, GEORGE, Sheffield Sheffield Pet June 29 Ord June 29

HARLEY, FREDERICK JOSEPH, Plaistow, Essex, Corn Chandler High Court Pet June 27 Ord June 27

HAYCO, CHARLES EDWARD, Hereford, Licensed Victualler Hereford Pet June 25 Ord June 25

HETHERINGTON, WILLIAM, Hulme, Manchester, Hydraulic Packer Manchester Pet June 28 Ord June 28

HILEY, FRANCIS, Alwarke Station, nr Rotherham, Yorks, Station Master Sheffield Pet June 29 Ord June 29

HYSLOR, THOMAS, Leeds Leeds Pet June 27 Ord June 27

JACOBS, CHARLES HENRY, Pontypridd, Quaintman Pontypridd Pet June 27 Ord June 27

JERRY, SYDNEY CHARLES, Liverpool, Dining Room Suite Manufacturer Liverpool Pet June 14 Ord June 21

JONES, SUREN, Grianhyd, Llanabon, Denbigh, Carter Wrexham Pet June 23 Ord June 23

KING, TUDAL HENRY, Leicester Leicester Pet June 29 Ord June 29

LORD, WILLIAM, Morley, Yorks Dewsbury Pet June 27 Ord June 27

MARSHALL, WILLIAM, Sheffield, Joiner Sheffield Pet June 28 Ord June 28

MAYNARD, T, Kyverdale rd, Stamford Hill High Court Pet May 10 Ord June 29

MILLS, WILLIAM FOLKES, Wellingborough, Ironmonger Northampton Pet June 23 Ord June 23

MORTIMER, HENRY, Rivington st, Shoreditch, Brake Proprietor High Court Pet June 21 Ord June 29

NEWMAN, HYMAN AARON, Broomfield rd, Mile End, Estate Agent High Court Pet June 13 Ord June 29

NEWTON, FREDERICK HARRIS, Exeter rd, Brondesbury, Dentist High Court Pet June 1 Ord June 29

NOTTON, EDWARD, Market Lavington, nr Divis, Baker Bath Pet June 28 Ord June 28

PARSONS, GEORGE, Bradwell Wharf, nr Wolverton, Bucks, Lime Burner Northampton Pet June 29 Ord June 29

ROBINSON, THOMAS, Rainow, Chester, Farmer Macclesfield Pet June 29 Ord June 29

SEAL, JAMES WILLIAM, Hulme, Manchester, Greengrocer Manchester Pet June 28 Ord June 28

SPEYER, ARTHUR, Durham, General Dealer Durham Pet June 27 Ord June 27

SPILSBURY, GEORGE L, Findora, Derby, Farmer Derby Pet June 17 Ord June 28

STANFORD, GEORGE, Smethwick, Staffs, Mineral Water Manufacturer Wet Bromwich Pet June 27 Ord June 27

TUCKER, JOHN HUBERT, Bridgend, Builder Cardiff Pet June 27 Ord June 27

VALENDE, OLIVER THOMAS, West Birmingham, Baker Birmingham Pet June 27 Ord June 27

WALLER, JOHN WILLIAM, North Shields, Northumberland, Licensed Victualler Newcastle on Tyne Pet June 25 Ord June 29

WARDLE, HAROLD, Runcorn, Artificial Teeth Manufacturer Warrington Pet June 25 Ord June 25

WELLS, JAMES BREWERY, Crawley Brighton Pet June 2 Ord June 27

WESTWOOD, JOSEPH, Barton on Trent, Joiner Burton on Trent Pet June 27 Ord June 27

Amended notice substituted for that published in the London Gazette of June 24:

CAPEL, RICHARD HENRY, Wantage, Berks, Builder Oxford Pet June 20 Ord June 20

## FIRST MEETINGS.

ANFIELD, WILLIAM LEON, Nottingham, Baker July 12 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
 BECK, FRANK HARVEY, Finsbury July 12 at 11 Bankruptcy bldgs, Carey st  
 BETTS, FRANK, Brigg, General Dealer July 9 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby  
 BIRD, JOHN, Rattlesden, Suffolk, Farmer July 9 at 12 Off Rec, 30, Princess st, Ipswich  
 CAPEL, RICHARD HENRY, Wantage, Berks, Builder July 9 at 12 1, St Aldate's, Oxford  
 DENNIS, LEONARD HUME, Highgate, Seedsman July 12 at 12 Bankruptcy bldgs, Carey st  
 DYER, EDWIN ALBERT ROBERT, Hasworth, Licensed Victualler July 11 at 11.30 24, Railway app, London Bridge  
 EASTON, WILLIAM JOHN, Hastings, Grocer July 12 at 3 County Court Office, 24, Cambridge rd, Hastings  
 FOWLER, GEORGE, Markfield rd, South Tottenham, General Dealer July 11 at 12 Bankruptcy bldgs, Carey st  
 FREEMAN, VERNON RICHARD HARCOURT, Kentsbury, Devon July 12 at 12.30 Messrs Sanders & Son's Office, High st, Barnstable  
 GIVENS, JOHN WILLIAM, Leeds, Coal Merchant July 11 at 11.30 Off Rec, 22, Park row, Leeds  
 HARRISON, JOHN WILLIAM, Camdorthorpe, Leeds, Builder July 11 at 12 Off Rec, 23, Park row, Leeds  
 HAYCO, CHARLES EDWARD, Hereford, Licensed Victualler July 11 at 10 2, Offa st, Hereford  
 HOLLOWAY, ERNEST CLOKE, Plymouth, Baker July 11 at 11 6, Athenaeum ter, Plymouth  
 HYSLOP, THOMAS, Leeds July 13 at 12 Off Rec, 23, Park row, Leeds  
 JONES, ROBERT THOMAS EDMUND, Widnes, Butcher's Manager July 12 at 12 Off Rec, 35, Victoria st, Liverpool  
 LOADER, JOSEPH, Creech St. Michael, Somerset, Miller July 9 at 12.30 Off Rec, 10, Hammet st, Taunton  
 MCBREAR, ROBERT, Scarborough July 11 at 4 74, Newborough, Scarborough  
 NEVILLE, LYDIA M, Ealing, Picture Frame Maker July 9 at 1.30 Off Rec, 14, Bedford row  
 OLDING, CORNELIUS, Hunts, Brickworks Manager July 15 at 11.30 Law Courts, Peterborough  
 OPIE, EDWIN, Redruth, Outfitter July 9 at 12 Off Rec, Boscastle st, Truro  
 PAGE, JOHN, Leigh, Lancs, Grocer July 13 at 11.30 19, Exchange st, Bolton  
 RALMOND, GEORGE, Horsforth, nr Leeds, Greengrocer July 11 at 11 Off Rec, 23, Park row, Leeds  
 SAWTER, ALFRED WILLIAM, North Shields, Builder July 9 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne  
 SHAW, JOHN, Leeds, Grocer July 13 at 11 Off Rec, 22, Park row, Leeds  
 SMITH, MARIANA CAROLINE, Gt Grimsby, Milliner July 9 at 11 Off Rec, 15, Osborne st, Gt Grimsby  
 STUART, WILLIAM LAING, Halesleigh, Essex July 11 at 12 14, Bedford row, London  
 TORS, WILLIAM VICTOR, Leeds, Game Dealer July 13 at 11.30 Off Rec, 22, Park row, Leeds  
 TUBRAL, JOSEPH, Willemsden, Builder July 11 at 12 Bankruptcy bldgs, Carey st  
 WALKER, JOHN JORDAN, Darlington, Staffs, Tailor July 8 at 11 Off Rec, Wolverhampton

## ADJUDICATIONS.

BECK, THOMAS, Clitheroe, Lancs, Licensed Victualler Black-burn Pet June 28 Ord June 29  
 BEW, AUGUSTUS, Pengyraig, Glam, Timberman's Helper Pontypriid Pet June 27 Ord June 28  
 BIRD, JOHN, Rattlesden, Suffolk, Farmer Bury St Edmunds Pet June 28 Ord June 29  
 BLINDELL, FREDERICK JOSEPH, Luton, Baker Luton Pet June 14 Ord June 27  
 BONNER, JOHN GEORGE, Reading, Commercial Traveller Reading Pet June 27 Ord June 28  
 COATSWORTH, MARK, Darlington, Cattle Dealer Stockton on Tees Pet June 1 Ord June 28  
 EDEN, ROBERT HENRY, Plymouth, Licensed Victualler Plymouth Pet May 14 Ord June 27  
 EDMONDSON, JOSEPH, Wellington Bridge, Leeds, Dyer Leeds Pet June 35 Ord June 28  
 FAULKNER, RICHARD, Island of the Height, nr Manchester, Corn Merchant Salford Pet May 20 Ord June 28  
 FLETCHER, JACOB ARNOLD, Church Gresley, Labourer Burton on Trent Pet June 27 Ord June 27  
 FOX, JOHN, Nottingham Nottingham Pet June 29 Ord June 29  
 GROOM, JAMES, Hereford, Grocer Hereford Pet Feb 28 Ord June 29  
 HAMILTON, NORMAN PHILIP, Basinghall st High Court Pet April 25 Ord June 29  
 HARTSTAFF, DUDSON, Shirebrook, Derby, Cycle Manufacturer Nottingham Pet June 14 Ord June 29  
 HARPER, FREDERICK, Acton rd, Grocer Brentford Pet June 27 Ord June 27  
 HARRISON, GEORGE, Sheffield Sheffield Pet June 29 Ord June 29  
 HASLER, FREDERICK JOSEPH, Plaistow, Essex, Corn Chandler High Court Pet June 27 Ord June 27  
 HAYCO, CHARLES EDWARD, Hereford, Licensed Victualler Hereford Pet June 29 Ord June 29  
 HAYCO, SIDNEY HERBERT, Colwyn Bay, Denbigh, Builder Bangor Pet June 10 Ord June 29  
 HETHERINGTON, WILLIAM, Hulme, Manchester, Hydraulic Packer Manchester Pet June 28 Ord June 28  
 HILEY, FRANCIS, Aldwarke Station, nr Rotherham, Yorks, Station Master Sheffield Pet June 29 Ord June 29  
 HILL, SARAH ANN, Heanor, Lancs, Dealer in Rubber Goods Stockport Pet June 29 Ord June 29  
 HIRON, HENRY, Woolwich, Grocer High Court Pet April 16 Ord June 25  
 HUNTER, ARCHIBALD D, Clapham Common, Commercial Agent Wandsworth Pet March 8 Ord June 29  
 JACOBS, CHARLES HENRY, Pontypriid, Quarryman Pontypriid Pet June 27 Ord June 27  
 JENKS, HENRIETTA EMMA FENELLOE, Queen's gate High Court Pet Dec 14 Ord June 25  
 JONES, SIDNEY, Gt Grimsby, Llanarmon, Denbigh, Carter Wrexham Pet June 25 Ord June 25

KNEWTON, ELIZABETH, Fenton, Staffs, Earthenware Manufacturer Stoke upon Trent Pet June 20 Ord June 23  
 KING, TUBAL HENRY, Leicester Leicester Pet June 29 Ord June 29  
 LAWLER, HALPH, Home Bay, Watchmaker Canterbury Pet June 1 Ord June 29  
 LORD, WILLIAM, Morley, Yorks Dewsbury Pet June 27 Ord June 27  
 MARSHALL WILLIAM, Sheffield, Builder Sheffield Pet June 28 Ord June 28  
 MILLS, WILLIAM FOLKES, Wellingborough, Ironmonger Northampton Pet June 25 Ord June 25  
 NOTTON, EDWARD, Market Lavington, nr Devizes, Baker Bath Pet June 28 Ord June 28  
 PARSONS, GEORGE, Bradwell Wharf, nr Wolverton, Bucks, Lime Burner Northampton Pet June 29 Ord June 29  
 PHILLIPS, HERBERT EDWARD, Claverton st, Pimlico High Court Pet May 11 Ord June 27  
 PEERS, WILLIAM, Liscard, Coal Merchant Birkenhead Pet June 9 Ord June 27  
 POTTON, CHARLES, Walthamstow, Builder High Court Pet May 19 Ord June 27  
 ROBINSON, THOMAS, Rainow, Chester, Farmer Macclesfield Pet June 29 Ord June 29  
 SEAL, JAMES WILLIAM, Hulme, Manchester, Greengrocer Manchester Pet June 28 Ord June 28  
 SPENCER, ARTHUR, Durham, General Dealer Durham Pet June 27 Ord June 27  
 STANFORD, GEORGE, Elmthwick, Staffs, Mineral Water Manufacturer West Bromwich Pet June 27 Ord June 27  
 TUCKER, JOHN HUBERT, Bridgend, Builder Cardiff Pet June 27 Ord June 28  
 VALENDER, OLIVER THOMAS, Birmingham, Baker Birmingham Pet June 27 Ord June 27  
 VEITCH, ALFRED, South Norwood High Court Pet April 7 Ord June 23  
 VIVIAN, GEORGE WILLIAM, Cardiff, Boot Dealer Aberdare Pet June 14 Ord June 24  
 WALLER, JOHN WILLIAM, North Shields, Licensed Victualler Newcastle on Tyne Pet June 28 Ord June 28  
 WARDLE, HAROLD, Runcorn, Chester, Artificial Teeth Manufacturer Warrington Pet June 28 Ord June 28  
 WESTWOOD, JOSEPH, Burton on Trent, Joiner Burton on Trent Pet June 27 Ord June 27  
 WILKINSON, FRANK, Leadenhall st High Court Pet June 6 Ord June 27

Amended notice substituted for that published in the London Gazette of June 14:  
 HAWKEY, ROBERT CHARLES, Peckham, House Furnisher High Court Pet April 27 Ord June 9

Amended notice substituted for that published in the London Gazette of April 23:  
 BLUCK, JOHN, Hartlebury, Worcester, Licensed Victualler Kidderminster Pet April 25 Ord April 25

Amended notice substituted for that published in the London Gazette of June 24:  
 CAPEL, RICHARD HENRY, Wantage, Berks, Builder Oxford Pet June 29 Ord June 29

## ADJUDICATION ANNULLLED.

BUDD, HARRY BENTINCK, East Grinstead, Gentleman Tunbridge Wells Adjud Sept 3, 1903 Annual Feb 23, 1904

## ADJUDICATION ANNULLLED AND RECEIVING ORDER RESCINDED.

BUTLER, the Hon EDMUND SOMERSET, Park st High Court Rec Ord April 29, 1903 Adjud May 18, 1903 Rec and Annual June 28, 1904

London Gazette, TUESDAY, July 5.

## RECEIVING ORDERS.

APPELEGATE, JAMES, Rugby, Warwick, Builder Coventry Pet June 30 Ord June 30  
 BARD, WILLIAM, Alagger, Chester, Cab Proprietor and Carter Macclesfield Pet June 18 Ord July 1  
 BARRETCLOUGH, HERBERT, Warley, nr Halifax, Overlooker Halifax Pet June 29 Ord June 29  
 BERRY, CHARLES HIBBERT, Moss Side, nr Manchester, Engineer Salford Pet June 16 Ord July 2  
 BRAND, CHARLES, South Benfield, Essex, Grocer Chelmsford Pet July 1 Ord June 30  
 COLLINS, JOHN, Lye, Worcester, Greengrocer Stourbridge Pet June 29 Ord June 29  
 COOK, HENRY, Andover, Southampton, Builder Salisbury Pet July 2 Ord July 2  
 COOKE, THOMAS, Alveston, Derby, Grocer Derby Pet July 1 Ord July 1  
 DAVIES, DANIEL, Admanford, Carmarthen, Carpenter Carmarthen Pet July 2 Ord July 2  
 DAWSON, JOHN SLIGHT, Shavington, nr Crews, Grocer Crews Pet June 30 Ord June 30  
 DETHERINGTON, GEORGE, Brighton, Pork Butcher Brighton Ord July 1  
 FITZMAURICE, HENRY, Rotherham, Yorks, Painter Sheffield Pet July 2 Ord July 2  
 FRANCIS, EDWARD VICTOR, Bournemouth, Tailor Poole Pet July 1 Ord July 1  
 GEDDES, WILLIAM EDWIN, Farringdon av, Horse Rug Manufacturer High Court Pet April 13 Ord July 1  
 GODERICH, GEORGE, Overton, Flint, Saddler Wrexham Pet June 30 Ord June 30  
 GOWER, ALBERT, Tartan Hill, Cobham, Builder Kingston, Surrey Pet July 1 Ord July 1  
 GREEN, HERBERT, Chorley, Lancs, Licensed Victualler Bolton Pet July 1 Ord July 1  
 GRIFFIN, FRANCIS ELIZA, Gt Malvern, Worcester, Lodging House Keeper Worcester Pet June 30 Ord June 30  
 HALLAM, CHARLES CLEMENT FARNSWORTH, Plymouth, Box Maker Plymouth Pet July 2 Ord July 2  
 HALSON, LAIRD EDWARD CRAWFORD, North Brixton, Manager Cycle Depot High Court Pet June 30 Ord June 30  
 HENRY, A CARLISLE, Bishopgate High Court Pet May 13 Ord July 1  
 HOLZ, ALBERT JOHN, Matlock Bath, Derby, Farmer Derby Pet June 8 Ord July 1

JOHNSON, THOMAS, Middlesbrough, Dock Checker Middlesbrough Pet July 1 Ord July 1  
 KERRIDGE, FRANCIS, Walsoken, Norfolk, Builder King's Lynn Pet June 30 Ord June 30  
 MARSHALL, JOHN, Devonport, General Dealer Plymouth Pet June 30 Ord June 30  
 MOTTERSHAW, WILLIAM, Sheffield, Iron Merchant Sheffield Pet June 30 Ord June 30  
 OWEN, WILLIAM JAMES, Erith, Kent, Ironmonger Rochester Pet July 1 Ord July 1  
 PARKER, ALBERT GEORGE, Manchester, Manufacturer's Agent Manchester Pet July 1 Ord July 1  
 PARKER, FREDERICK WILLIAM, and EDWARD SADLER, Colwyn Bay, Denbigh, Electrical Fitters Bangor Pet June 29 Ord June 29  
 PICKERING, CHARLES WILLIAM, Heeley, Sheffield, Provision Dealer Sheffield Pet July 2 Ord July 2  
 PLANT, ALFRED CLARENCE SEYMOUR, Stourport, Hotel Proprietor Kidderminster Pet June 30 Ord June 30  
 PRITCHARD, ARTHUR CHARLES, Birchenlee, nr Bamford, Derby, Schoolmaster Stockport Pet July 1 Ord July 1  
 READ, JOHN, Thorpe St Andrew, Norfolk, Carpenter Norwich Pet July 2 Ord July 2  
 ROWSELL, CHARLES, Yeovil, Carpenter Yeovil Pet June 30 Ord June 30  
 SAWYER, GEORGE WILLIAM, Kingston Hill, Surrey, Commission Agent Kingston, Surrey Pet June 30 Ord June 30  
 SHEARS, JOHN, Manorbier, Pembroke, Farmer Pembroke Dock Pet June 30 Ord June 30  
 STREETER, ARTHUR JOHN, ALFRED WALTER STREETER, and LAWRENCE LAMBERT TOSHUTTER, Godalming, Surrey, Contractors Guildford Pet July 2 Ord July 2  
 TABERNER, TOM, Bolton, Licensed Victualler Bolton Pet June 30 Ord June 30  
 TATE, JOHN HENRY, Sheffield, Draughtsman Sheffield Pet July 1 Ord July 1  
 TINDALL, ELIZABETH, and WILLIAM ADOLPHUS TINDALL, Roundhay, nr Leeds, Refreshment House Proprietors Leeds Pet June 30 Ord June 30  
 TROTT, ALBERT, Willow, I of W, Farmer Ryde Pet June 30 Ord June 30  
 TURNER, WILLIAM ALBERT, Neath Abbey, nr Neath, Glam, Labourer Aberavon Pet June 30 Ord June 30  
 VINCENT, ARTHUR, Wimbles, Provision Dealer Kingston, Surrey Pet June 16 Ord June 30  
 WALKER, CHARLES FREDERICK WILLIAM, Colchester, Butcher Colchester Pet July 1 Ord July 1  
 WEBB, HUGH FREDERICK SEYFRIED, South Hackney, Acton High Court Pet July 1 Ord July 1  
 WOOD, JOSEPH, Tyldesley, Lancs, Wheelwright Bolton Pet June 30 Ord June 30  
 WOOD, WILLIAM CHARLES GEORGE SYDNEY, Hounslow, Licensed Victualler Brentford Pet June 15 Ord July 1

Amended notice substituted for that published in the London Gazette of June 24:  
 HURST, DANIEL, Swinton, nr Manchester, Sanitary Engineer Salford Pet May 20 Ord June 20

## FIRST MEETINGS.

ALLEN, LOUIS, Manchester, Publican July 13 at 2 Off Rec, Byrom st, Manchester  
 BEW, AUGUSTUS, Pengyraig, Glam, Timberman's Helper Hay, Wm July 13 at 12 135, High st, Merthyr Tydfil  
 BLACKBURN, CHARLES, Lincoln, Grocer July 14 at 12.30 Off Rec, 31, silver st, Lincoln  
 COATSWORTH, MARK, Darlington, Cattle Dealer July 13 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 CRIPSEY, JARMOND, Gt Grimsby, Plumber July 13 at 11 Off Rec, 15, Osborne st, Gt Grimsby  
 DIXON, SUBANNAH, Redland, Bristol July 13 at 11 Off Rec, 25, Baldwin st, Bristol  
 FLETCHER, JACOB ARNOLD, Church Gresley, Derby, Labourer July 13 at 11.30 Midland Hotel, Station st, Burton on Trent  
 GRIFFIN, FRANCIS ELIZA, Gt Malvern, Lodging house Keeper July 14 at 11.30 45, Copenhagen st, Worcester  
 HARPER, FREDERICK, Acton rd, Grocer July 13 at 12 Off Rec, 14, Bedford row  
 HASLER, FREDERICK JOSEPH, Plaistow, Essex, Corn Chandler July 13 at 12 30 Bankruptcy bldgs, Carey st  
 HETHERINGTON, WILLIAM, Hulme, Manchester, Hydraulic Packer June 15 at 2.30 Off Rec, Byrom st, Manchester  
 HIGGS, JOHN LIMBURY, Staple inn, Solicitor July 19 at 2.30 Bankruptcy bldgs, Carey st  
 HILL, SARAH ANN, Stockport, Dealer in Rubber Goods July 15 at 11 Off Rec, County chambers, Market pl, Stockport  
 HUGHES, EVAN JENKIN, Porth, Glam, Grocer July 13 at 3 135, High st, Merthyr Tydfil  
 HURST, DANIEL, Swinton, nr Manchester, Sanitary Engineer July 13 at 2.30 Off Rec, Byrom st, Manchester  
 JACOBS, CHARLES HENRY, Pontypriid, Quarryman July 14 at 12 135, High st, Merthyr Tydfil  
 JONES, ISRAEL, Heath Hayes, Cannock, Staffs, Grocer July 13 at 11.30 Off Rec, Wolverhampton  
 JONES, SHIRN, Gt Grimsby, Llanarmon, Denbigh, Carter July 13 at 12 30 Bankruptcy bldgs, Carey st  
 JOYCE, EMILY MARY, Glendower pl, South Kensington, Widow July 19 at 11 Bankruptcy bldgs, Carey st  
 KING, CHARLES, Ashford, Middlesex, Civil Engineer July 15 at 11 Bankruptcy bldgs, Carey st  
 LORD, WILLIAM, Morley, Yorks July 13 at 11 Off Rec, Bank chambers, Corporation st, Dewsbury  
 LOCK, OSCAR, Leadenhall st July 13 at 12 Bankruptcy bldgs, Carey st  
 MACKENZIE, JOHN KENNETH, Bart, South Kensington July 13 at 2.30 Bankruptcy bldgs, Carey st  
 MACKINTOSH, JOHN, Carlisle July 13 at 2.30 Off Rec, 34, Fisher st, Carlisle  
 MILLER, ROBERT, Lowestoft, General Shopkeeper July 13 at 12.30 Off Rec, 8, King st, Norwich  
 MORGAN, JOHN, Birmingham, Timber Merchant July 14 at 12 174, Corporation st, Birmingham  
 NICHOL, W, Hoxton, Tobacconist July 13 at 11 Bankruptcy bldgs, Carey st



**NOTES, EDWARD, Market Lavington, nr Devizes, Baker** July 13 at 11.45 Off Rec, 26, Baldwin st, Bristol  
**PARKER, WILLIAM, Saitley, Birmingham, Butcher** July 14 at 11 174, Corporation st, Birmingham  
**PERRY, JOHN, Barrow in Furness, Fruiterer** July 22 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness  
**POOL, JASPER GEORGE, Wrexham, Draper** July 13 at 2.45 Crypt chmbrs, Eastgate row, Chester  
**PURLOW, JOSEPH, EDWIN, West Bromwich, Staffs, Greengrocer** July 13 at 11 174, Corporation st, Birmingham  
**RANDALL, THOMAS JOHN, Walsall, Cabinet Turner** July 13 at 12 Off Rec, Wolverhampton  
**SCOTT, WILLIAM, Clapham, Draper** July 14 at 11.30 24, Railway app, London Bridge  
**SEAL, JAMES WILLIAM, Hulme, Manchester, Greengrocer** July 13 at 3.30 Off Rec, Byrom st, Manchester  
**SHERRIFF, WILLIAM LANCLOT, Amlwch, Anglesey, Commercial Traveller** July 13 at 11.30 Crypt chmbrs, Eastgate row, Chester  
**TINDALL, ELIZABETH, and WILLIAM ADOLPHUS TINDALL, Roundhay, Leeds, Refreshment House Proprietors** July 14 at 11 Off Rec, 22, Park row, Leeds  
**TUCKER, JOHN HUBERT, Bridgend, Builder** July 13 at 12.30 117, St Mary st, Cardiff  
**URON, WILLIAM GEORGE, Grangetown, Cardiff, Baker** July 14 at 11 117, St Mary st, Cardiff  
**WARDLE, HAROLD, Runcorn, Cheshire, Artificial Teeth Manufacturer** July 13 at 3 Off Rec, Byrom st, Manchester  
**WEBB, HUGH FREDERICK SEYFRIED, South Hackney, Actor** July 13 at 12 Bankruptcy bldgs, Carey st  
**WESTWOOD, JOSEPH, Burton on Trent, Joiner** July 13 at 11.45 Midland Hotel, Station st, Burton on Trent

## ADJUDICATIONS.

**BARRACLOUGH, HERBERT, Warley, nr Halifax, Overlooker** Halifax Pet June 29 Ord June 29  
**BEARD, CHARLES, South Benfleet, Essex, Grocer** Chelmsford Pet June 30 Ord June 30  
**COLLINS, JOHN, Lye, Worcester, Greengrocer** Stourbridge Pet June 29 Ord June 29  
**COLE, HENRY, Andover, Southampton, Builder** Salisbury Pet July 2 Ord July 2  
**COOTE, THOMAS, Alverstoke, Derby, Grocer** Derby and Long Eaton Pet July 1 Ord July 1  
**DAVIES, DANIEL, Ammanford, Carmarthen, Carpenter** Carmarthen Pet July 2 Ord July 2  
**DEER, EDWIN ALBERT ROBERT, Hanworth, Licensed Victualler** Kingston, Surrey Pet June 21 Ord June 30  
**FITZMAURICE, HENRY, Rotherham, Yorks, Painter** Sheffield Pet July 2 Ord July 2  
**FRANCIS, EDWARD VICTOR, Bournemouth, Tailor** Poole Pet July 1 Ord July 1  
**GODFREIGH, GEORGE, Overton, Flint, Saddler** Wrexham Pet June 30 Ord June 30  
**GOWEN, ALBERT, Cobham, Builder** Kingston, Surrey Pet July 1 Ord July 1  
**GREEN, HERBERT, Chorley, Lancs, Licensed Victualler** Bolton Pet July 1 Ord July 1  
**GUTHRIE, FRANCIS ELIZA, St Malvern, Worcester, Lodging House Keeper** Worcester Pet June 30 Ord June 30  
**HALLAM, CHARLES CLEMENT FARNWORTH, Plymouth, Box Maker** Plymouth Pet July 2 Ord July 2  
**HALSON, LAIRD EDWARD CRAWFORD, North Brixton, Manager Cycle Depot** High Court Pet June 30 Ord June 30  
**HAY, WILLIAM WEIR, Walbrook High Court** Pet Jan 8 Ord June 30  
**JOBSON, THOMAS, Middlesbrough, Dock Checker** Middlesbrough Pet July 1 Ord July 1  
**KIRKIDGEO, FRANCIS, Walsoken, Norfolk, Builder** King's Lynn Pet June 30 Ord June 30  
**LYDD, ISAAC, Walkden, nr Manchester** Salford Pet May 18 Ord June 30  
**MARSHALL, JOHN, Devonport, General Dealer** Plymouth Pet June 30 Ord June 30  
**MORRIS, JOHN, Birmingham, Timber Merchant** Birmingham Pet May 29 Ord July 2  
**MOTT, WALTER SEPTIMUS, Dagnall, Bucks, Brewer** Luton Pet April 29 Ord July 2  
**MOTTERHAM, WILLIAM, Sheffield, Iron Merchant** Sheffield Pet June 30 Ord June 30  
**NEWTON, WILLIAM, Mincing ln, Analytical Chemist** High Court Pet April 28 Ord July 1  
**PARKER, ALBERT GEORGE, Manchester, Manufacturers' Agent** Manchester Pet July 1 Ord July 1  
**PARKES, FREDERICK WILLIAM, and EDWARD SADLER, Colwyn Bay, Denbigh, Electrical Fitters** Bangor Pet June 29 Ord June 29  
**PEARRETT, J TWISDEN, Aldershot** Guildford Pet March 15 Ord July 1  
**PERRY, HANNAH, Oxford** Oxford Pet June 14 Ord July 2  
**PICKERING, CHARLES WILLIAM, Heeley, Sheffield, Provision Dealer** Sheffield Pet July 2 Ord July 2  
**PLANT, ALFRED CLARENCE BRYMOUR, Stourport, Worcester, Hotel Proprietor** Kidderminster Pet June 30 Ord June 30  
**PITCHARD, ARTHUR CHARLES, Birchenlee, nr Bamford, Derby, Schoolmaster** Stockport Pet July 1 Ord July 1  
**READ, JOHN, Thorpe Saint Andrew, Norfolk, Carpenter** Norwich Pet July 2 Ord July 2  
**READ, WALTER WILLIAM, Queen st, Chapside, Auctioneer** High Court Pet April 14 Ord June 29  
**ROWE, CHARLES, Yeovil, Carpenter** Yeovil Pet June 30 Ord June 30  
**SINGLETON, WILLIAM, and WALTER ALBERT SINGLETON, Bolton, Bakers** Bolton Pet May 30 Ord July 2  
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